

Contract for the sale and purchase of land 2022 edition

| TERM | MEANING OF TERM | eCOS ID: 163182331 | NSW DAN: |
|----------------------------|---|--------------------|---|
| vendor's agent | First National Real Estate Bowral 373 Bong Bong Street, Bowral NSW 2576 | | Phone: 0467 049 063 Fax: |
| co-agent | | | Ref: |
| vendor | Panawanica Property Pty Ltd (Receiver and Manager Appointed) as trustee for Panawanica Property Trust C/- Newpoint Advisory, Level 9, 143 Macquarie Street, Sydney NSW 2000 | | |
| vendor's solicitor | Hamilton Locke Pty Ltd Level 35, 1 Eagle Street Brisbane QLD 4000 | | Phone: 0438 727 382 Fax: |
| date for completion due on | | (clause 15) | Email: sarah.roettgers@hamiltonlocke.com.au |
| land | 3/17-19 OLD HUME HWY BERRIMA NSW 2577 (Address, plan details and title reference) | | |
| | LOT 3 IN STRATA PLAN 75992 3/SP75992 | | |
| | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies | | |
| improvements | <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: commercial unit | | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents: | | |

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

| | |
|-----------------------|--|
| inclusions | <input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other: |
| exclusions | Any removable furniture and loose items |
| purchaser | |
| purchaser's solicitor | Phone: Fax: Ref: |
| Price | \$ |
| deposit | \$ (10% of the price, unless otherwise stated) |
| balance | \$ |
| contract date | (if not stated, the date this contract was made) |

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

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

buyer's agent

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

SIGNING PAGE

| | |
|---|--|
| <p>VENDOR</p> <hr/> <p>Signed By</p> <p>See special conditions</p> <p>Vendor _____</p> <p>See special conditions</p> <p>Vendor _____</p> | <p>PURCHASER</p> <hr/> <p>Signed By</p> <p>See special conditions</p> <p>Purchaser _____</p> <p>See special conditions</p> <p>Purchaser _____</p> |
| <p>VENDOR (COMPANY)</p> <hr/> <p>Signed by <u>See special conditions</u></p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p> | <p>PURCHASER (COMPANY)</p> <hr/> <p>Signed by <u>See special conditions</u></p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p> |

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 exception, in the space below):

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further 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 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 *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

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

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

Highland Strata

admin@highlandstrata.com.au

1 Kirkham Street, Moss Vale NSW 2577

02 4868 3466

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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|-------------------------------|---|
| 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>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>deposit-bond</i> | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>FRCGW remittance</i> | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>manual transaction</i> | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>planning agreement</i> | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; |

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| <i>requisition</i> | an objection, question or requisition (but the term does not include a claim); |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ; |
| <i>TA Act</i> | Taxation Administration Act 1953; |
| <i>terminate</i> | terminate this contract for breach; |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ; |
| <i>variation</i> | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ; |
| <i>within</i> | in relation to a period, at any time before or during the period; and |
| <i>work order</i> | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

3/17-19 OLD HUME HWY BERRIMA 2577



Contract of Sale | Special Conditions

3/17-19 Old Hume Highway, Berrima NSW 2577

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Date:

Parties

| | | |
|------------------|-----------|--|
| Vendor | Name | Panawanica Property Pty Ltd ACN 654 842 832 (Receiver and Manager Appointed) as trustee of Panawanica Property Trust |
| | ABN | 88 504 560 733 |
| | Address | C/- Newpoint Advisory, Level 9, 143 Macquarie Street, Sydney NSW 2000 |
| | Email | costa@newpointadvisory.com |
| | Attention | Costa Andrew Nicodemou |
| Receiver | Name | Costa Andrew Nicodemou |
| | Address | Newpoint Advisory, Level 9, 143 Macquarie Street, Sydney NSW 2000 |
| | Email | costa@newpointadvisory.com |
| | Attention | Costa Andrew Nicodemou |
| Purchaser | Name | |
| | ACN | |
| | Address | |
| | Email | |
| | Attention | |

Background

- A. The Vendor is the owner of the Property.
- B. The Receiver was appointed as receiver and manager of the Property on 26 March 2025.
- C. The Vendor and the Purchaser agree to sell and buy the Property in accordance with this contract.
- D. The Receiver enters into this contract in their capacity as receiver and manager of the Property only, and not in their personal capacity.

Special conditions

33. Definitions and Interpretation

33.1 Definitions

In this contract, unless the context otherwise indicates:

Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Property.

Claim includes a claim, notice, demand, debt, action, proceeding, suit, cost, charge, expense, damage, loss and other liability, whether arising at law, in equity or under statute, and whether present or future, certain or contingent, ascertained or sounding only in damages, and includes all and any rights or entitlements to claim, pursue or recover costs in respect of such debts or claims.

Confidential Information means information disclosed by or on behalf of the Vendor to the Purchaser or of which the Purchaser becomes aware in connection with the Property or with the making of the contract which:

- (a) is designated as confidential by the Vendor; or
- (b) by its nature would reasonably be considered to be confidential information of the Vendor or of a person to whom the Vendor owes a duty of confidence.

Confidential information may be provided in writing, electronically, verbally or otherwise. Confidential Information does not include information that the Purchaser proves either is in the public domain or was known by the Purchaser at the time of disclosure, other than through a breach of this contract.

Contamination means the presence in, on or under land of a substance (whether a solid, liquid or gas) at a concentration above the concentration at which the substance is normally present on, in or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or to any other aspect of the Environment. For the purpose of this definition a substance may present a risk of harm either on its own or by reason of the presence of or interaction with another substance or aspect of the Environment, structure or other matter. **Contaminated** has a similar meaning.

Corporations Act means the *Corporations Act 2001* (Cth).

Environment means all components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter;
- (d) any living organism;
- (e) natural or man-made or modified features or structures; and
- (f) ecosystems and all elements of the biosphere.

Environmental Law means any current or future Law or any directive, authority, policy, environmental plan, permit or licence issued by a Government Authority relating to Contamination, Pollution, use of land, protection or safety of the Environment, human health, or work health and safety matters.

Government Authority means any:

- (a) government, government department, government agency or government authority;
- (b) governmental, semi-governmental, municipal, judicial, quasi-judicial, administrative or fiscal entity or person carrying out any statutory authority or function; or
- (c) other entity or person (whether autonomous or not) having powers or jurisdiction under any law, statute, regulation, ordinance, by-law, order or proclamation, and the common law.

GST has the meaning given in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or any replacement or other relevant legislation and regulations.

Hazardous Materials includes all substances, materials, pollutants and contaminants capable of causing harm to human health, plants, animals or any other aspect of the Environment, and includes asbestos.

Insolvency Event means, in relation to a person, any of the following:

- (a) the person, being an individual, commits an act of bankruptcy;
- (b) the person becomes insolvent;
- (c) the person assigns any of the person's property for the benefit of creditors or any class of them;
- (d) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the person or the person enters into a scheme of arrangement with the person's creditors or is wound up;
- (e) the holder of a Security Interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale;
- (f) a judgment or order is made against the person in an amount exceeding \$10,000 (or the equivalent in any other currency) and that judgment or order is not satisfied, quashed or stayed within 20 Business Days after being made;
- (g) any step is taken to do anything listed in the above paragraphs; and
- (h) any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.

Law includes:

- (a) any law, statute, regulation, ordinance, by-law, order or proclamation, and the common law; and
- (b) any authorisation, ruling, judgment, order, decree or other requirement of any Government Authority.

Liability includes any liability, claim, debt, obligation, loss, damage, cost, interest, fee, penalty, fine, assessment, forfeiture and expenses of whatever description (whether actual, contingent or prospective).

Mortgage means AS95109.

Pollution has the meaning given in the *Protection of the Environment Operations Act 1997* (NSW).

PPSA means the *Personal Property Securities Act 2009* (Cth).

Purchaser's Caveat means a caveat lodged by the Purchaser in respect of its interest under this contract.

Security Interest has the meaning given in the PPSA.

Services means water, sewer, drainage, electricity, gas, telephone, communication services and other installations available for connection to the Property.

Titles Office means NSW Land Registry Services.

33.2 Interpretation

- (a) If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining clauses is not affected.
- (b) If there is a conflict between these special conditions and the Terms of Contract, these special conditions prevail.
- (c) Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.
- (d) The word “includes” in any form is not a word of limitation.
- (e) Rights under this contract which can apply after completion continue to apply after completion.

34. Variations to Terms of Contract

The Terms of Contract are varied as follows:

- (a) clause 2.4 is amended to insert the words ‘or EFT’ after the word ‘cheque’;
- (b) clause 3 is deleted;
- (c) clause 4.2.2 is deleted and replaced with:
‘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 on completion’;
- (d) clause 5 is deleted and replaced with:
‘The Purchaser is not and will not become entitled to make any requisitions arising in respect of this contract, the title or the property.’
- (e) clause 7.1.1 is deleted;
- (f) clause 7.1.3 is amended to replace ‘14 days’ with ‘7 days’;
- (g) clause 7.2.1 is amended to replace ‘10%’ with ‘1%’;
- (h) clause 7.2.4 is amended by deletion of the words ‘and the costs of the purchaser’;
- (i) clause 8.1.1 is amended by deletion of the words ‘on reasonable grounds’;
- (j) clause 8.1.2 is amended by deletion of the words ‘that specifies the *requisition* and those grounds’;
- (k) clause 8.1.3 is amended to replace ‘14 days’ with ‘7 days’;
- (l) clause 10.1 is deleted and replaced with:
‘The purchaser cannot make a Claim, *requisition*, delay completion, *rescind*, or *terminate* in respect of.’;
- (m) clauses 10.1.8 and 10.1.9 are amended to insert the words ‘or existence’ after the word ‘substance’;

- (n) a new clause 10.1.10 is inserted as follows:
 'any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection whether at common law, under legislation, or otherwise.';
- (o) clause 10.2 is amended to insert the words 'make a Claim, *requisition*, delay completion,' before the word '*rescind*';
- (p) clause 12 is amended to insert the following words at the end:
 'In this clause, 'certificate' does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor.';
- (q) clause 13 is deleted;
- (r) clause 14.1 is amended to insert the words 'including any charges for stormwater and trade waste' after the words 'usage charges';
- (s) clause 14.4.2 is deleted and replaced with:
 'by adjusting the amount that is actually payable for the relevant tax year by the vendor for the land.';
- (t) clause 17.2.2 is amended to replace the word 'provisions' with the word 'substance';
- (u) a new clause 19.3 is inserted as follows:
 'Despite clause 19.2.3, the Purchaser's only remedy for a breach of warranty prescribed in the *Conveyancing (Sale of Land) Regulation 2022 (NSW)* is the remedy prescribed by that regulation.';
- (v) clause 20.3 is amended to insert the words 'other than the areas identified on the deposited plans for the property' at the end;
- (w) clause 20.4 is amended to insert the words 'or guarantor' after the word 'party';
- (x) clause 20.7.2 is amended to insert the words 'and in the case of the vendor the actual cost' at the end of the clause;
- (y) clause 23.8.2 is amended to delete the words 'apart from a claim under clause 6';
- (z) clauses 23.9, 23.13, 23.14 and 23.17 are deleted; and
- (aa) clauses 24 to 30 (inclusive) and 32 are deleted.

35. Receiver and manager appointed

35.1 Acknowledgement

The Purchaser:

- (a) acknowledges that the Receiver has been appointed as the receiver and manager of the Property;
- (b) agrees to accept a transfer of the Property on completion, signed or sealed by the Receiver on behalf of the Vendor;

- (c) must not make any Claim, requisition, objection, or attempt to delay completion or attempt to rescind or terminate this contract:
 - (i) because of the appointment of the Receiver or the powers of the Receiver to sell and transfer the Property; or
 - (ii) in connection with anything that happened or arose in relation to the Property before the appointment of the Receiver.
- (d) This clause 35.1 will operate as a deed poll in favour of the Receiver.

35.2 Receiver not liable

The Purchaser acknowledges that the provisions of this contract are fair and reasonable in the context of a sale by a receiver and manager and agrees that the Receiver:

- (a) enters into this contract only in its capacity as receiver and manager of the Property and not in the Receiver's personal capacity or in any other capacity; and
- (b) has no liability for breach of this contract.

35.3 Personal benefit

The Receiver, by entering into this contract, takes the personal benefit of any provision, guarantee, exclusion, release, acknowledgement or waiver given by the Purchaser in favour of the Vendor.

35.4 No warranty or actions by Receiver

- (a) The Purchaser acknowledges:
 - (i) that nothing contained in this contract (expressly or by implication) or otherwise constitutes a warranty or representation by the Receiver as to any matter or thing; and
 - (ii) and agrees that the Receiver is not sufficiently familiar with the Property and the Receiver makes no representations about:
 - (A) the quality or condition of the Property; or
 - (B) the title to, or the existence of any encumbrance over, the inclusions.
- (b) The Purchaser agrees that it will not sue the Receiver, or commence or permit to be commenced in the Purchaser's name or continue any proceedings against the Receiver of any nature whatsoever and in any way related to any matter or thing arising under this contract.

35.5 Release of Receiver

- (a) The Purchaser releases the Receiver and the Vendor (including any person acting on behalf of the Vendor or the Receiver as the party's officer, employee, advisor, agent, contractor or consultant) from any Claim or Liability which the Purchaser may otherwise have arising directly or indirectly out of this contract or the subject matter of this contract.
- (b) This clause 35.5 will operate as a deed poll in favour of the Receiver.

35.6 Indemnity for Receiver

The Purchaser indemnifies and continues to indemnify the Receiver from and against all Liabilities incurred by the Receiver which arise out of the negotiations for, and subject matter of, this contract.

36. Present condition

36.1 Acknowledgment of present condition

The Purchaser acknowledges and agrees that:

- (a) the Property is sold on an as-is, where-is basis and the Vendor and the Receiver make no representation or warranty regarding the Property or any matter to do with any strata scheme the Property is part of;
- (b) without limiting clause 36.1(a), no representation or warranty is made or given by the Vendor or the Receiver (or any person on behalf of the Vendor or the Receiver) as to:
 - (i) the condition, state of repair, dilapidation, infestation (if any) or fitness for any purpose of the Property other than as expressly set out in this contract; or
 - (ii) the accuracy, compliance or completeness of any material provided; and
- (c) it is purchasing the Property subject to any existing Services and the by-laws of any strata scheme of which the Property is part of.

36.2 No Claim for present condition

The Purchaser cannot make any Claim in respect of:

- (a) the condition, state of repair, dilapidation or infestation (if any) of the Property;
- (b) any latent or patent defect in the Property;
- (c) the future financial performance or prospects of the Property and the reasonableness, or accuracy or amount of any budget or feasibility;
- (d) the value of the Property, including obtaining its own independent valuations and reports;
- (e) the accuracy or otherwise of any survey, geotechnical report, or other report, proposal, plan or like document furnished to the Purchaser;
- (f) the title to the Property and its registered rights and obligations, including easements, restrictions on use and other encumbrances which benefit or burden the land;
- (g) the accuracy of the description of the Property as described in the deposited plans for the Property;
- (h) the neighbourhood in which the Property is situated;
- (i) the purposes for which the Property may be used, and any restrictions or prohibitions on its development;
- (j) the nature, location, availability or non-availability of the Services or defects in the Services;

- (k) the means of access to the Property, including to any carpark for the Property;
- (l) whether or not the Property is subject to or has the benefit of any rights or easements in respect of the Services;
- (m) the condition or existence of Services;
- (n) the roof or surface water drainage from the Property being connected to a sewerage service;
- (o) any underground or surface stormwater drain passing through or over the Property or any manhole vent on the Property;
- (p) any rainwater downpipe being connected to the sewer;
- (q) whether the walls or fences on the land that should be on boundaries of the land, as the case may be, are not and the existence of any encroachments onto the land or by the Property onto adjacent land (and whether the encroachments are subject to any registered easement or other agreement burdening or benefiting the land);
- (r) whether the Property complies with:
 - (i) all Laws and requirements of Authorities; and
 - (ii) the by-laws of any strata scheme of which the Property is part of,
 and any non-compliance in relation to these matters;
- (s) the existence or otherwise of any requirements of any Authorities in connection with the Property, including resumptions, road dedications, road widenings and similar things;
- (t) the zoning and planning restrictions (including all planning approvals, permits and consents) on or in respect of the Property and the use to which the Property may be put and the development potential of the Property;
- (u) the existence or otherwise of necessary consents, approvals, licences or requirements of Authorities in connection with the Property (including its use), and any non-compliance with those consents, approvals, licences or requirements;
- (v) whether there are any notices or orders by any Authority including a notice or order requiring work to be done or money spent in connection with the Property;
- (w) the existence of any Claim for an interest in the Property under the *Native Title Act 1993* (Cth) or any other native title law;
- (x) the presence on the Property of Contamination;
- (y) the existence of, or the contents of, any certificate from an Authority in connection with the Property;
- (z) any approval, application for an approval, or order, under any Law;
- (aa) the Purchaser's entitlement (if any) to claim income tax deductions in connection with those items included in the sale which are depreciating assets (as that term is defined in section 40-30 of the *Income Tax Assessment Act 1997* (Cth)), or in connection with the cost of capital works which form part of the Property;

- (bb) whether the Property is flood-prone;
- (cc) whether the Property is listed on any heritage register;
- (dd) any sewer, manhole or vent on the Property;
- (ee) any agreement relating to the supply of electricity to the Property;
- (ff) anything in connection with the property which is disclosed in this contract; and
- (gg) anything in connection with any fact, matter or circumstance:
 - (i) within the actual knowledge of the Purchaser, or which reasonably ought to have been known by the Purchaser having regard to its actual knowledge of the Property; or
 - (ii) which would have been disclosed to the Purchaser if it had conducted searches before the contract date of the records maintained by NSW Land Registry Services, any Australian court registry, the Australian Securities and Investments Commission, or any other Government Authority. This clause 36.2(gg)(ii) does not limit the Purchaser's rights under regulation 17 of the *Conveyancing (Sale of Land) Regulation 2022 (NSW)*.

36.3 Due diligence

- (a) The Receiver specifically discloses:
 - (i) the Receiver is selling the Property as agent for the Vendor;
 - (ii) the Receiver has limited knowledge of the Property;
 - (iii) the documents in the possession or control of the Receiver in relation to the Property are limited;
 - (iv) the Receiver may not have, and cannot obtain, all documents held by the Vendor in relation to the Property; and
 - (v) except to the extent expressly required to effect the transfer of the Property to the Purchaser, the Receiver is not required to provide to the Purchaser any document in relation to the Property.
- (b) The Purchaser must not make any Claim, requisition, objection, or attempt to delay completion or attempt to rescind or terminate this contract in respect of any matter referred to or contemplated by clause 36.3(a).

36.4 Purchaser's due diligence

The Purchaser acknowledges and agrees that:

- (a) the Purchaser has not relied on or been induced to enter into this contract by any representation or warranty, whether oral, written or otherwise, including those concerning the potential or present use or development of the Property made by or on behalf of the Vendor or the Receiver (or any person on behalf of the Vendor or the Receiver);
- (b) the Purchaser has relied entirely on its own independent investigations and enquiries about the Property in entering into this contract;

- (c) the Purchaser accepts the Property in its present state of repair; and
- (d) the Purchaser has obtained its own independent professional advice on the nature of the Property and its permitted uses and the Purchaser's rights and obligations under this contract.

36.5 No removal

The Vendor is not required to clean the Property or remove rubbish, materials, debris or other items from the Property (whether or not they were on the Property as at the Contract Date) before completion.

36.6 Items left on the Property

The Vendor does not warrant that any items left on the Property are inclusions. The Purchaser takes those items subject to any existing third party interest in them.

36.7 Disclosure

- (a) Subject to clause 36.7(b), if, after the Contract Date, the Vendor becomes aware of:
 - (i) any unregistered easements, rights or permits to pass (or similar rights) or other interests in the Property which are not registered;
 - (ii) circumstances that may lead to the Property being classified as Contaminated; or
 - (iii) notices from any Authority that may reasonably have an adverse effect on the Property or the right, title and interest of the owner of the Property,the Vendor will promptly provide the relevant details to the Purchaser.
- (b) The Purchaser must not make any Claim, requisition, objection, or attempt to delay completion or attempt to rescind or terminate this contract in respect of any matter referred to or contemplated by clause 36.7(a).

37. Environmental liability

37.1 Disclosure

The Vendor discloses that:

- (a) the Property may be affected by Contamination;
- (b) there may be non-compliance with Environmental Laws in relation to the Property; and
- (c) work may be required to investigate and remove Contamination from the Property or remediate the Property.

37.2 Purchaser not to make requisition

The Purchaser must not make any Claim, requisition, objection, or attempt to delay completion or attempt to rescind or terminate this contract in respect of any matter referred to or contemplated by this clause 37.

37.3 Purchaser assumes risk

The Purchaser must make and rely on its own enquiries and accepts all risk and Liability in relation to:

- (a) prior, current and potential future uses of the Property;
- (b) the existing geotechnical condition of the Property;
- (c) any Contamination in, on, above, under or from the Property; and
- (d) any existing Pollution or Hazardous Materials, and any non-compliance with any Environmental Law, in connection with the Property.

37.4 Release and indemnity

On and from the earlier of the date on which the Purchaser takes possession of the Property and the Date for Completion, the Purchaser, at its own cost, releases, indemnifies and continues to indemnify the Vendor and the Receiver against:

- (a) each actual or potential Liability in relation to:
 - (vi) the presence of any Contaminants found on, in, under, above or from the Property or any land adjoining or adjacent to the Property;
 - (vii) compliance with the requirements of any Environmental Laws; and
 - (viii) all other Laws, requirements, or directions or notices of or administered by any Authority in respect of any Contaminants; and
- (b) the conduct and performance of any work required by any Authority in respect of any Contaminants or under any Environmental Laws.

38. Building certificate

- (a) The Vendor does not have a building certificate issued under section 6.24, 6.25 and 6.26 of the *Environment and Planning Assessment Act 1979* (NSW) for the improvements on the Property.
- (b) The Purchaser may not have the Property inspected for the purposes of obtaining a building certificate.
- (c) The Purchaser may not make any objection, requisition, claim for compensation, withhold any money, or exercise any right to rescind or terminate this contract, or seek to delay completion, because the Purchaser does not obtain a building certificate for the Property before completion.

39. Planning Certificate

The Purchaser acknowledges that specific disclosure by the Vendor is the annexed certificate under section 10.7 of the *Environment and Planning Assessment Act 1979* (NSW) of the environmental planning instruments affecting the Property and that the Purchaser has inspected those instruments (and any document or provision incorporated therein) and is aware of all restrictions and prohibitions or development of the land contained in those instruments.

40. Depreciation schedule

The Vendor and the Purchaser agree that the Vendor has no obligation to provide the Purchaser with any certificate, report or statement describing the items or cost of capital works, plant and equipment and improvements contained in or on the Property. The Purchaser cannot make any objection, requisition, claim for compensation, withhold any money, or exercise any right to rescind or terminate this contract, or seek to delay completion, because the Vendor does not provide any such certificate, report or statement.

41. Conversion to mortgagee sale

41.1 Election to convert

Despite anything in this contract, the Vendor may at any time before completion (by written notice to the Purchaser) elect to transfer title to the Property to the Purchaser by way of a transfer by mortgagee exercising power of sale pursuant to the Mortgage.

41.2 Sale by mortgagee

If the Vendor serves a notice under clause 41.1:

- (a) the Purchaser must enter into a contract on identical terms to this contract (**Mortgagee Sale Contract**), with the exception of:
 - (i) the vendor will be MC Coronam Pty Ltd ACN 659 013 886 as mortgagee exercising power of sale pursuant to the Mortgage;
 - (ii) the date for completion will be the date on which completion would have taken place as provided for in this contract;
 - (iii) it is acknowledged that the Deposit paid to the Vendor under this contract is deemed to be the deposit paid under the Mortgagee Sale Contract. The Purchaser irrevocably authorises the Depositholder under this contract to remit the Deposit and any interest accrued to the depositholder under the Mortgagee Sale Contract;
 - (iv) clauses 35 and 36.3 are deleted and replaced with "*Intentionally deleted*";
 - (v) the following clause will replace this clause 41:

"41 Sale by mortgagee in possession

- (a) *The Purchaser acknowledges and agrees that:*
 - (i) *the Vendor sells the Property as mortgagee exercising its power of sale pursuant to the Mortgage;*
 - (ii) *the Vendor has at no time occupied the Property and has limited knowledge of the Property;*
 - (iii) *the Vendor may be impeded or delayed in its ability to perform its obligations under this contract and the terms of this contract reflect those circumstances and are reasonably necessary to protect the legitimate commercial and legal interests of the Vendor as registered mortgagee of the Property;*

- (iv) *the Purchaser has inspected the Property and is satisfied regarding all matters as set out in this contract; and*
- (v) *the Vendor gives no warranties or makes any representations with respect to this contract or any aspect of the Property.*
- (b) *The Purchaser must not make any Claim, requisition, objection, or attempt to delay completion or attempt to rescind or terminate this contract in respect of:*
 - (i) *the powers of the Vendor to sell the Property;*
 - (ii) *the execution of this contract or the transfer of the title to the Property pursuant to this contract;*
 - (iii) *any matter referred to or contemplated by this clause 41; or*
 - (iv) *any statement, representation, warranty, promise, undertaking or agreement in connection with this contract.*
- (c) *Despite clause 16.3, on the Date for Completion:*
 - (i) *the Vendor does not have to provide a discharge or withdrawal of any mortgage, charge or writ in existence on the Contract Date or which is registered or recorded on the title of the Property subsequent to the Mortgage; and*
 - (ii) *if there is a caveat noted on the title to the Property before, on or after the Contract Date that would ordinarily be cancelled or removed under section 32(6) or section 59 of the Real Property Act 1900 (NSW) on registration of a transfer by the Vendor as mortgagee exercising power of sale:*
 - (A) *the Purchaser is not entitled to make any Claim, requisition, objection, or attempt to delay completion or attempt to rescind or terminate this contract in connection with that caveat; and*
 - (B) *the Vendor is not required to provide a withdrawal of the caveat or to have it lapsed on or before the Date for Completion.*
- (d) *The form of transfer to be provided by the Purchaser under this contract is the form of a Real Property Act 1900 (NSW) form 01TP transfer by mortgagee exercising power of sale.”;*
- (vi) *the Mortgagee Sale Contract is binding on the Vendor and the Purchaser from the time the Vendor delivers an original of the Mortgagee Sale Contract executed by MC Coronam Pty Ltd ACN 659 013 886 to the Purchaser’s solicitors; and*
- (vii) *the Purchaser must date the Mortgagee Sale Contract with the date the Vendor delivers the Mortgagee Sale Contract under clause 41.2(a)(vi).*
- (b) *Within two Business Days of receiving the Mortgagee Sale Contract executed by MC Coronam Pty Ltd ACN 659 013 886, the Purchaser must deliver to the Vendor the Mortgagee Sale Contract duly executed by the Purchaser (as purchaser), but the*

validity of the Mortgagee Sale Contract made under clause 41.2 is not affected by the failure of the Purchaser to do so.

- (c) On the exchange of the Mortgagee Sale Contract under clause 41.2, this contract is rescinded and neither party will incur any Liability to the other as a result of the rescission.

42. Delay to completion

42.1 Vendor may delay completion

If:

- (a) any proceedings relating to this contract or any matter arising from the contract are instituted against the Vendor or the Receiver;
- (b) any order is made by a court or any other event occurs having the effect of prohibiting, restricting or impeding the Vendor or the Receiver from completing the sale of the Property;
- (c) a caveat lodged or registered on the title to the Property, other than a Purchaser's Caveat, will not be cancelled or removed by the Registrar General of the Titles Office on registration of the relevant form of transfer;
- (d) for any reason, the Vendor is unable to give possession of the Property to the Purchaser on the Date for Completion; or
- (e) the Vendor considers it necessary to do so,

the Vendor may, in its absolute discretion, serve notice on the Purchaser prior to completion that completion will be delayed to give the Vendor an opportunity to resolve the matter causing the delay. The Vendor may exercise its rights under this clause on more than one occasion.

42.2 Consequences of delay

- (a) If the Vendor serves a notice delaying completion under clause 42.1:
 - (i) the Vendor must keep the Purchaser informed on the matter causing the delay; and
 - (ii) completion is to take place 10 Business Days after the Vendor serves written notice on the Purchaser that it is ready, willing and able to complete this contract.
- (b) If completion does not occur within 6 months after the date the Vendor serves a notice delaying completion under clause 42.1, either party may serve notice rescinding this contract. In that event:
 - (i) the Purchaser is not entitled to make any Claim against the Vendor whatsoever for the failure to complete the contract; and
 - (ii) the provisions of clause 19 will apply.

43. Notice to complete

43.1 Issue of notice to complete

If a party is entitled to serve a notice to complete, then the party may:

- (a) at any time serve a notice requiring completion on a specified date (being not less than 10 Business Days after the date of service of that notice);
- (b) make time of the essence; and
- (c) specify a time of day between 11.00am and 4.00pm as the time for completion.

43.2 Reasonable period

The parties agree that 10 Business Days is a reasonable and proper period to specify in any notice to complete.

43.3 Preservation of rights

The party serving a notice to complete reserves the right to withdraw the notice and to issue further notices to complete.

43.4 Revocation notice

Without affecting any other right, a party who has issued a notice to complete under this contract may, at any time before the expiration of the notice, revoke the notice by serving a notice of revocation.

44. Delay interest

44.1 Payment of interest

- (a) If completion does not occur on or before the Date for Completion, the Purchaser must pay to the Vendor on completion interest calculated daily and compounded on the last day of each calendar month:
 - (i) at the rate of 10% per annum; and
 - (ii) on the balance of the Purchase Price payable under this contract,in respect of the period commencing on the day following the Date for Completion and ending on completion.
- (b) Clause 44.1(a) does not apply in respect of any period during which completion has been delayed solely due to the fault of the Vendor.
- (c) The right to interest does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this contract.

44.2 Essential term

- (a) The Purchaser must not require the Vendor to complete this contract unless interest payable under this contract is paid to the Vendor on completion. It is an essential term of this contract that the interest due is paid on completion.

- (b) Interest payable pursuant to this condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete on or before the Date for Completion.
-

45. Security Interests

- (a) The Vendor discloses, and the Purchaser acknowledges, that on completion the Vendor may be subject to Security Interests or notifications under the PPSA.
 - (b) The Purchaser cannot make any Claim because of, and cannot require the Vendor to take any action relating to, those Security Interests or notifications.
-

46. Encumbrances

46.1 Discharge or withdrawal of existing encumbrance

If any certificate of title for the Property at completion notes any mortgage, writ or caveat (excluding a Purchaser's Caveat), then on completion the Purchaser must accept a discharge of that mortgage, cancellation of that writ, a caveator consent to facilitate registration of the transfer to the Purchaser, or a withdrawal of that caveat (each in registrable form), so far as it relates to the Property.

46.2 Purchaser's Caveat

The Purchaser must complete despite any notation of:

- (a) a Purchaser's Caveat; or
- (b) a caveat by any person which has given its consent to registration of the transfer of the Property,

in any certificate of title for the Property at completion.

47. Purchaser's warranties

The Purchaser represents and warrants to the Vendor and the Receiver that each of the following statements is correct and not misleading in any material respect on the Contract Date and will be correct and not misleading as at completion as if made on each of those dates:

- (a) if it is a company, it is a company limited by shares incorporated, or taken to be incorporated, and existing under the Corporations Act;
- (b) it has full legal capacity and power to enter into, exercise its rights and perform its obligations under this contract;
- (c) all conditions and things required by law to be fulfilled or done in order to enable it lawfully to enter into, and exercise its rights and perform its obligations under this contract have been fulfilled or done;
- (d) this contract constitutes a valid and legally binding obligations, enforceable against the Purchaser in accordance with its terms, except to the extent limited by equitable principles and the law regarding creditors' rights generally;

- (e) neither the Purchaser's execution of, nor its exercise of rights or performance of its obligations under, this contract does or will:
 - (i) contravene any Law to which it or any of its property is subject;
 - (ii) contravene any approval, authorisation, consent or exemption required by any applicable statute or Law;
 - (iii) contravene any undertaking or instrument binding on it or any of its property; or
 - (iv) if it is a company, contravene any provisions of its constitution;
- (f) no litigation has been commenced or threatened that might affect the Purchaser's ability to execute and perform any of its obligations under this contract;
- (g) no voluntary arrangement has been proposed or reached with any creditors of the Purchaser; and
- (h) the Purchaser is not insolvent.

48. GST

48.1 Definitions

In this clause 48:

- (a) the expressions **Adjustment Note, Consideration, Input Tax Credit, Recipient, Supply, Tax Invoice** and **Taxable Supply** have the meanings given to those expressions in the GST Act; and
- (b) **Supplier** means any party treated by the GST Act as making a Supply under this contract.

48.2 Consideration is GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or Consideration to be provided under or in accordance with this contract are exclusive of GST.

48.3 Payment of GST

If GST is imposed on any Supply made under or in accordance with this contract, the Recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Supply at or before the time of payment.

48.4 Timing of payment

Payment of the additional amount must be made at the same time as payment for the Taxable Supply is required to be made in accordance with this contract.

48.5 Adjustment event

If, under or in connection with this contract, the Supplier has an adjustment for a Supply under the GST Act which varies the amount of GST payable by the Supplier, the Supplier will adjust the amount payable by the Recipient to take account of the varied GST amount. The Supplier shall issue an Adjustment Note to the Recipient within 10 Business Days of becoming aware

of the adjustment. The Supplier or Recipient (as relevant) shall pay any adjustment amount to the other party within 10 Business Days of such Adjustment Note being issued (or required to be issued). Any payment under this clause will be deemed to be an increase or decrease (as appropriate) of the additional amount payable under clause 48.3.

48.6 Reimbursement of Expenses

If this contract requires a party (**First Party**) to pay for, reimburse, set off or contribute to any expense, loss or outgoing (**Reimbursable Expense**) suffered or incurred by the other party (**Other Party**), the amount required to be paid, reimbursed, set off or contributed by the First Party will be the sum of:

- (a) the amount of the Reimbursable Expense net of Input Tax Credits (if any) to which the Other Party is entitled in respect of the Reimbursable Expense (**Net Amount**); and
- (b) if the Other Party's recovery from the First Party is a Taxable Supply, any GST payable in respect of that Supply,

such that, after the Other Party meets the GST liability, it retains the Net Amount.

49. Confidentiality

49.1 Purchaser's confidentiality obligations

The Purchaser must:

- (a) keep confidential and not disclose to any person any Confidential Information;
- (b) not use or permit the use of any Confidential Information for any purpose other than that contemplated by this contract, unless authorised by a separate agreement between the parties; and
- (c) establish and maintain comprehensive security measures to ensure that all Confidential Information in its possession, custody or control is secure at all times. Without limiting this obligation, the Purchaser must keep all Confidential Information no less secure than its own Confidential Information.

49.2 Disclosure

The Purchaser may disclose Confidential Information:

- (a) as expressly required or permitted by this contract (if applicable);
- (b) with the written consent of the Vendor;
- (c) to its financiers, accountants, lawyers and other professional advisors (provided that they owe a similar duty of confidentiality to the Purchaser); or
- (d) to the extent required by any laws, by an order of a court or of a regulatory body or by the listing rules of the Australian Stock Exchange.

49.3 Procedures for disclosures

If the Purchaser is required to disclose any Confidential Information pursuant to clause 49.2, the Purchaser must before doing so:

- (a) notify the Vendor; and

- (b) if possible, give the Vendor a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the Confidential Information.

49.4 Termination or rescission

On termination or rescission of this contract, on the request of the Vendor, the Purchaser must immediately:

- (a) either return to the Vendor or destroy all documents in the possession or control of the Purchaser containing any Confidential Information;
- (b) delete the Confidential Information from any computer system or device operated, controlled by or which may be accessed by the Purchaser; and
- (c) notify the Vendor that it has complied with the requirements of this clause 49.4.

50. FIRB

50.1 Warranty

- (a) The Purchaser warrants to the Vendor that the Purchaser is entitled to purchase the Property without the approval of the Foreign Investment Review Board.
- (b) In the event of any breach of the warranty given by the Purchaser in clause 50.1(a), the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine, expense or legal costs which may be incurred by the Vendor as a consequence thereof.

50.2 No merger

This clause 50 will not merge on completion of this contract.

51. Electronic execution

51.1 Execution

The Vendor and the Purchaser may electronically sign an electronic copy of this contract and any variations to it via DocuSign or a similar application and bind itself accordingly. This will satisfy all other requirements for this contract and any variations to it to be in writing and signed by that party.

51.2 Original counterpart

The Vendor and the Purchaser intend that any:

- (a) electronic copy of this contract so signed will constitute an executed original counterpart; and
- (b) print-out of the electronic copy with the relevant signatures appearing will constitute an executed original counterpart.

51.3 Operation of agreement

This contract will bind the parties and commence to operate on the date the last party executes this contract.

52. Notices

- (a) Any notice given under or in connection with this contract (**Notice**):
- (i) must be in writing and signed by a person authorised by the sender;
 - (ii) must be marked for attention of the person identified in the Parties section or, if the recipient has notified otherwise, then marked for attention in the way last notified; and
 - (iii) is taken to be given:
 - (A) if delivered in person, when delivered to the addressee;
 - (B) if posted, at 9.00 am on the third Business Day after the date of posting to the addressee (if posted to an address in the same country) or 7 Business Days after the date of posting (if posted to an address in another country), whether delivered or not;
 - (C) if sent by email, on the earlier of:
 - (1) the sender receiving a delivery confirmation message from the addressee's information system; and
 - (2) 4 hours after the time the email is sent to the relevant email address unless the sender receives an automatic notification (other than an out of office greeting) that the email has not been delivered; or
 - (3) in any other way permitted by Law,
- however, if the intended recipient has notified a changed address or email address, then Notice must be to that address or email address.
- (b) Despite clause 52(a), if Notice is received or taken to be received under clause 52(a) after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

53. General

53.1 Entire agreement

This contract contains the entire agreement between the parties relating to the sale of the Property. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting the sale of the Property are superseded by this contract and have no effect.

53.2 Vendor's agent

- (a) The Purchaser warrants to the Vendor that it has not been introduced to the Property through or by any agent other than the Vendor's Agent referred to on the front page of this contract (if any).
- (b) The Purchaser indemnifies and continues to indemnify the Vendor against:

- (i) any Claim for commission, charges, costs or expenses in relation to the sale of the Property arising out of a breach of the warranty in clause 53.2(a); and
- (ii) all actions, proceedings and expenses arising out of any such Claim.

53.3 Insolvency or incapacity

- (a) If an Insolvency Event occurs in respect of the Purchaser (or any one of them if there is more than one Purchaser), then the Vendor may terminate this contract by serving a notice and the provisions of clause 9 will apply.
- (b) If the Purchaser (or any one of them if there is more than one Purchaser) is an individual and dies, or becomes mentally ill or incapable of managing the Purchaser's own affairs, then the Vendor may rescind this contract.

53.4 No merger

The provisions of this contract do not merge on completion.

53.5 Counterparts

This contract may be executed in counterparts, each of which when executed and delivered will constitute an original of this agreement and once each party has executed this contract in counterpart, the contract will be held in escrow pending completion of the contract.

Executed as an agreement

**Executed by Panawanica Property Pty Ltd
ACN 654 842 832 (Receiver and Manager
Appointed) as trustee of Panawanica Property
Trust** on its behalf by the receiver and manager
of the Property in the presence of:

Signature of witness

Name of witness (print)

Executed by Costa Andrew Nicodemou in their
capacity as receiver and manager of the Property
in the presence of:

Signature of witness

Name of witness (print)

Signature of Receiver and Manager

Costa Andrew Nicodemou

Name of Receiver and Manager (print)

Signature of Costa Andrew Nicodemou

Executed by

in accordance with section 127 of the
Corporations Act 2001 (Cth):

Signature of director

Signature of director / company secretary

Name of director

Name of director/company secretary

Executed by
in the presence of:

Signature of witness

Signature of

Name of witness (print)



FOLIO: 3/SP75992

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 22/5/2025 | 5:34 PM | 10 | 1/12/2022 |

LAND

LOT 3 IN STRATA PLAN 75992
AT BERRIMA
LOCAL GOVERNMENT AREA WINGECARRIBEE

FIRST SCHEDULE

PANAWANICA PROPERTY PTY LTD (T AS95108)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP75992
- 2 SP75992 EASEMENT FOR SERVICES 0.7 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 3 AS95109 MORTGAGE TO MC CORONAM PTY LTD
- 4 AS95110 MORTGAGE TO BRIDGE STREET CAPITAL NO. 2 PTY LTD &
SADDLEBACK MOUNTAIN ESTATES NO. 2 PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP75992

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 28/5/2025 | 6:30 AM | 5 | 15/5/2023 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 75992
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BERRIMA
LOCAL GOVERNMENT AREA WINGECARRIBEE
PARISH OF BERRIMA COUNTY OF CAMDEN
TITLE DIAGRAM SP75992

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 75992
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- HIGHLAND STRATA
PO BOX 627
MOSS VALE NSW 2577

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 AP191852 CONSOLIDATION OF REGISTERED BY-LAWS
- 2 AP191852 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 19)

STRATA PLAN 75992

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1 | - 3 | 2 | - 3 | 3 | - 4 | 4 | - 9 |

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Instrument setting out terms of Easements or Profit a Pendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 1 of 2 Sheets)

SP75992

Plan of Subdivision of Lot 19 in DP 1084601
covered by Subdivision Certificate No.

**Full name and address
of owner of the land:**

**Kevin Charles Howard
'Hillview'
Howards Lane
Mittagong NSW 2575**

PART 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit a` prendre, restriction or positive covenant to be created and referred to in the plan. ² | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities:` |
|---|---|-------------------------------|---|
| 1 | Easement for Services 0.7 Wide | 2 | 1, 2 , 3 and 4 |

Part 2 (Terms)

Terms of easement, profit a` prendre, restriction, or positive covenant numbered 1 in the plan.

The terms of the Easement for Services numbered 1 in the plan are set out in Schedule 8 and 8B of the Conveyancing Act 1919 and are incorporated herein.

Name of person empowered to release, vary or modify restriction or positive covenant number 1 in the plan.

The registered proprietors for the time being of the lots having the benefit of the Easement for Services numbered 1 in the plan.

The instrument should be signed in accordance with Item 9 Schedule 4 Conveyancing (General) Regulation 1998.

Instrument setting out terms of Easements or Profit a Pendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 2 of 2 Sheets)

EXECUTED by **KEVIN CHARLES HOWARD** being the registered proprietor of the Land in the presence of: }

[Handwritten Signature]
.....

SP75992

[Handwritten Signature]
.....

Signature of witness

REBECCA CLARE CHANDLER
.....

Name of witness

*302 Bong Bong Rd
Boural.*

EXECUTED for and on behalf of the **WINGECARRIBEE SHIRE COUNCIL** by its authorised signatory in the presence of: }

[Handwritten Signature]
.....

Authorised Signatory:

Name: **PETER MITCHELL**

Authority: **MANAGER-DEVELOPMENT CONTROL**

[Handwritten Signature]
.....

Signature of witness

David Ross Hammy
.....

Name of witness

THE CONSENT of the registered proprietor's mortgagee **STACKS MANAGED INVESTMENTS LIMITED** was hereunto granted by authority of its authorised signatory in the presence of: }



[Handwritten Signature]
.....

Authorised Signatory:

Name: **AT STACK**

Authority: **DIRECTOR**

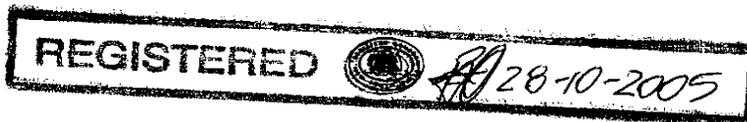
[Handwritten Signature]
.....

Signature of witness

Tama McMullen
.....

Name of witness

*302 Bong Bong St
Boural. 2576.*



SP75992

Registered: 28-10-2005

Purpose: STRATA PLAN

Ref. Map: TOWN OF BERRIMA

Last Plan: DP 1084601

PLAN OF SUBDIVISION OF LOT 19 IN
D. P. 1084601

L.G.A.: WINGECARRIBEE Suburbs/Locality: BERRIMA

Parish: BERRIMA County: CAMDEN

THE OWNERS - STRATA PLAN No 75992
No 1719 OLD HUME HIGHWAY, BERRIMA, 2577.

Name of, and address for services of notices on, the owners corporation.
(Address required on original strata plan only)

Surveyors Certificate

GARY A ANTAW
of 3-5 CLARENCE ST, MOSS VALE
a surveyor registered under the Surveyors Act 1973, hereby certify that:

(1) each applicable requirement of
Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met;

(2) (a) the building encroaches on a public place;
(b) the building encroaches on land (other than a public place) in respect of which an encroachment an appropriate consent;

(3) this survey information recorded in the accompanying location plan is accurate.

Signature: *Gary A. Antaw*
Date: 31st MAY 2005

THIS IS SHEET 1 OF MY PLAN IN 3 SHEETS

* State whether dealing or plan, and quote registered number.

* Delete if inapplicable

* No By-laws apply

Strike out whichever is inapplicable

(Insert type being adopted) Model By-laws adopted for this scheme
Keeping of Animals: Option 5/6/8

Strata Certificate

Name of Council/ Accredited Certifier: WINGECARRIBEE

Being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

* strata plan/strata plan of subdivision

illustrated in the annexure to this certificate.

"The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

"The strata plan/strata plan of subdivision is part of a development scheme. The accredited certifier is satisfied that the plan is consistent with any applicable development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

"The council does not object to the encroachment of the building beyond the alignment of

"The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

"This approval is given on the condition that the use of lot (s) (being utility lots designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in section 36 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date: 25/7/05
Subdivision No: 3851/05

Accreditation No. LMA 0185/05

Relevant Development Consent No. LMA 0185/05

issued by *M. Hinton*
Authorised Person/Governor/Manager/Accredited Certifier

* Complete or delete if applicable.

SCHEDULE OF UNIT ENTITLEMENT

| LOT No | ENTITLEMENT |
|-----------|-------------|
| 1 | 3 |
| 2 | 3 |
| 3 | 4 |
| 4 | 9 |
| AGGREGATE | 19 |

Kevin Charles Howard
KEVIN CHARLES HOWARD
DIRECTOR
GUMMUT PATISSERIE PTY LIMITED
ACN 070 472 007

T. J. ...
DIRECTOR

P. A. Stack
Secretary



P. A. Stack
Secretary

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

PURSUANT TO SEC. 88 B OF THE CONVEYANCING ACT 1919, AS AMENDED, AND SEC. 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1977. IT IS INTENDED TO CREATE:

- 1.) EASEMENT FOR SERVICES 0.7 WIDE.



AP191852W

Form: 15CH
Release: 2.1
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: Haille Paine

**CONSOLIDATION
CHANGE OF BY-LAW**
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

| | | |
|--------------------------|---------------------------------------|--|
| (A) TORRENS TITLE | For the common property CP/SP75992 | |
| (B) LODGED BY | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any H.M. Allen & Co. DX 437 Sydney Ph 9232 1812 |
| | 47 V LLPN 123012 E | Reference: HP. 217170 |
| | | CODE CH |

- (C) The Owners-Strata Plan No **75992** certify that a special resolution was passed on **11 March 2019**
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No
Added by-law No 26 - Outdoor tables and chairs Lot 1
Amended by-law No
as fully set out below:
The model By-Laws adopted on the date the Strata Plan was registered are replace with the model By-Laws for Mixed Use Schemes in Schedule 7 of the Strata Schemes Management Regulation 2010 including the consolidation of By-Law 25, and the addition of By-Law 26
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of the Owners-Strata Plan No **75992** was affixed on **8 April 2019** in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: _____
 Name: **Jeffrey Michael Facer**
 Authority: **Strata Manager**
 Signature: _____
 Name: _____
 Authority: _____



ANNEXURE A

STRATA SCHEMES MANAGEMENT REGULATION 2010

SCHEDULE 7 - Model by-laws for mixed use schemes

1 Noise

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or

The seal of The Owners of Strata Plan 75992 was affixed on 8 April 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: _____

Name: Jeffrey Michael Farn

Authority: _____

Strata Manager



Signature: _____

Name: _____

Authority: _____

- (c) any structure or device to prevent harm to children, or
 - (d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device, structure or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

(4) In this clause:

washing includes any clothing, towel, bedding or other article of a similar type.

11 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Changes to floor coverings

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14 Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

- (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot:
- (a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
 - (c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16 Keeping of animals

Option A resolved

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

20 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

21 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) security services,
 - (b) promotional services,
 - (c) advertising,
 - (d) commercial cleaning,
 - (e) domestic services,
 - (f) garbage disposal and recycling services,

(g) electricity, water or gas supply,

(h) telecommunication services (for example, cable television).

- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note.

Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

22 Controls on hours of operation and use of facilities

- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

(a) that commercial or business activities may be conducted on a lot or common property only during certain times,

(b) that facilities situated on the common property may be used only during certain times or on certain conditions.

- (2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

23 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

24 Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

SCHEDULE

Lot numbers having the benefit of these By-Laws: **All Lots**

25 Hot water service and Air conditioner condenser

That the service pipes and display unit compressor / condenser unit and hot water service to lot 1 be permitted to remain in the under floor area. Further that the service pipes and air conditioner split system compressor/ condenser units be permitted to remain in the under floor areas of lots 2 and 3, Further that additional units may be installed by each lot owner in a position to be approved by the Owners Corporation on the external western wall. Each lot owner may install no more than two units without the written permission of the Owners Corporation. Each lot owner will be responsible for the installation, servicing and maintenance of the equipment and the lot owners will indemnify the Owners Corporation for any damage caused to the common property by the installation or removal of the

equipment. Further any such damage will be repaired immediately or immediately on request by the Owners Corporation. No unsafe or unsightly unit is permitted to remain on site and is to be repaired immediately or at the request of the Owners Corporation within seven (7) days. Should the equipment be deemed unsafe the Owners Corporation may remove the unsafe equipment and the owner of the equipment will be responsible for the costs incurred by the Owners Corporation in the removal of the equipment.

SCHEDULE

Lot numbers having the benefit of these By-Laws: **Lots 1, 2 and 3 where noted.**

26 Outdoor seating area

(1) Definitions

(a) In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

- (i) "Act" means the Strata Schemes Management Act 2015 (NSW);
- (ii) "Adjacent Common Property" means that part of the common property of the outdoor area as defined herein;
- (iii) "Lot" means the lot number specified in the Schedule;
- (iv) "Outdoor tables and chairs" means tables and chairs located on the common property in accordance with the plan annexed and marked "Attachment A".
- (v) "Owner" means the owner for the time being of a Lot;
- (vi) "Works" means all or any maintenance, repair, renewal or replacement the Owner undertakes in respect of the Outdoor tables and chairs.

(b) Where any words used in this bylaw are defined in the Act they will, unless the context indicates otherwise, have the same meanings as those words have in the Act;

(2) Rights and obligations

The Owner is conferred with the special privilege in respect of the common property to install the Outdoor tables and chairs subject to the due observance and performance by the Owner with the following conditions and obligations:

(a) Before installation

Prior to installing the Outdoor tables and chairs the Owner must submit in writing to the strata committee the following specifications (and diagrams if necessary) in respect of the proposed Outdoor tables and chairs:

- (i) the type of Tables and Chairs;
- (ii) their size;
- (iii) their colour;
- (iv) their materials of manufacture;
- (v) their location; and

- (vi) Council approval, if required.
and obtain the written approval of the strata committee before installing the Outdoor tables and chairs. The strata committee may in its absolute discretion specify in its written approval what reasonable alterations to the plans and specifications are required and the Owner must comply with those alterations;
- (b) Licensed contractor
The Owner must undertake the installation of the Outdoor tables and chairs, if necessary by a contractor who is duly licensed according to the provisions of the Home Building Act 1989 (NSW);
- (c) Installation times
The Owner must install the Outdoor tables and chairs so as to cause minimum disturbance and inconvenience to other residents of the strata scheme and only between the hours of 8.00am and 5.00pm;
- (d) Maintenance
The Owner must maintain the Outdoor tables and chairs in a state of good and serviceable repair and for this purpose shall renew or replace it whenever considered reasonably necessary by the owners corporation;
- (e) Common property maintenance
The Owner must be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the Adjacent Common Property;
- (f) Damages
The Owner must repair any damage to the common property caused by her/him or her/his agents or contractors in the course of undertaking any obligations under this bylaw;
- (g) Indemnify owners corporation
The Owner must keep the owners corporation indemnified against:
 - (i) any claims made against or expenses incurred by the owners corporation and arising out of or caused by the Works, or the use or maintenance of the Outdoor tables and chairs; and
 - (ii) any liability for damage to the Outdoor tables and chairs caused by the owners corporation in undertaking any work referred to in s 122 of the Act or in exercising the power of entry conferred by that section;
- (h) Bylaw breach
Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or owner of any part of the

parcel and may recover the costs of fulfilling such condition as a debt from the Owner.

(3) Ownership

Any Outdoor tables and chairs or Works carried or installed to a Lot prior to or after the date of execution of this by-law will remain the property of the Lot Owner.

SCHEDULE

Lot numbers having the benefit of these By-Laws: **Lot 1**

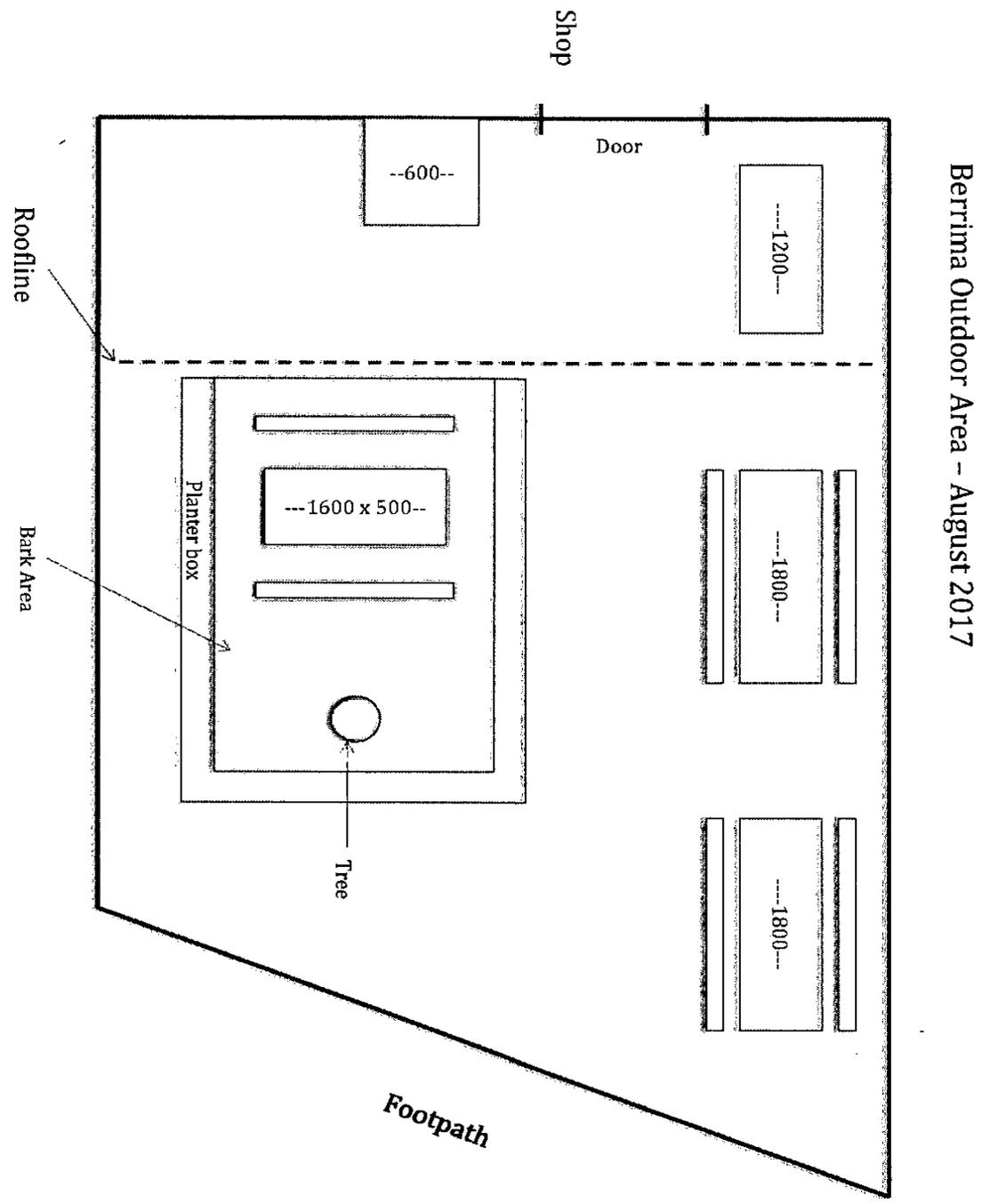
The seal of The Owners of Strata Plan 75992 was affixed on 8 April 2019 in the presence of the following person(s) authorised by section 279 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: _____
Name: Jeffrey Michael Focer
Authority: Strata Manager



Signature: _____
Name: _____
Authority: _____

Attachment A



The seal of The Owners of Strata Plan 75992 was affixed on 8 April 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: _____
Name: Jeffrey Michael Facer
Authority: Strata Manager



Signature: _____
Name: _____
Authority: _____

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Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 75992 was affixed on 8 April 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: [Signature]
Name: Jeffrey Michael Facer
Authority: Strata Manager



Signature:
Name:
Authority:

Planning Certificate

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

To: INFOTRACK PTY LTD
GPO BOX 4029
SYDNEY NSW 2000

Your Ref: 48895: Advising Costa
Nicodemo
Fees Paid: \$ 362.00
Receipt Number:

Certificate Date: 28 May 2025

Certificate Number: S10.725/2838
This certificate relates to: 3/30 OLD HUME HIGHWAY BERRIMA NSW 2577
Legal Description: Lot 3 S/P 75992
Property No: 1751590
Advice on this certificate: Advice provided under section 10.7(2): See Items 1-23.

IMPORTANT: Please read this certificate carefully.

This certificate contains information pursuant to section 10.7 of the *Environmental Planning and Assessment Act 1979* as prescribed by Schedule 2 of the *Environmental Planning and Assessment Regulation 2021* about the specific allotment of land described above. The information is provided in good faith and in accordance with data held by Council from various sources. All information is considered to be correct as at the Certificate Date. However, it is possible that changes have occurred since this certificate was issued. Changes can only be confirmed via a Duty Planner appointment or by applying for a new certificate.

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

If you require information regarding adjacent or nearby land you will need to apply for a planning certificate for that land or make an appointment with Council's Duty Planner, or consult the State Government's Planning Portal Spatial Viewer at www.planningportal.nsw.gov.au/spatialviewer/. Further information about the Duty Planner Service, including online bookings, is available on Council's website at www.wsc.nsw.gov.au/Plan-and-Build/Development-Support/Planning-Information-Services.

A note to private certifiers:

The information provided in this certificate does not provide definitive confirmation that complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on the land. The responses contained in Item 4 of this certificate do not represent all the allowances and limitations for complying development on the land and it is your responsibility to ensure that complying development is able to be carried out on the land taking into account all available information.

We're with you

Section 10.7(2) Advice

The matters for which information is provided under Items 1-23 of this certificate are prescribed by Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*.

Note: The explanatory notes in this certificate prefixed by the wording "Note" and italicised are provided for explanatory purposes only and do not form part of the advice provided under section 10.7(2) of the Environmental Planning and Assessment Act 1979.

*Note: The headings, numbering and wording in **bold and italicised** text used in this certificate reflects the numbering and wording contained in Schedule 2 of the Environmental Planning and Assessment Regulation 2021.*

Note: All legislation (including Acts, Regulations, State Environmental Planning Policies and Local Environmental Plans) referred to in this certificate are available from the NSW Legislation website at www.legislation.nsw.gov.au.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

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

State Environmental Planning Policies

State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Transport and Infrastructure) 2021

Local Environmental Plans

Wingecarribee Local Environmental Plan 2010

Development Control Plans

Berrima Village Development Control Plan

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

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

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

(4) *In this section—*

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

Draft or Proposed State Environmental Planning Policies

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

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

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

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

Explanation of Intended Effect: Cultural State Environmental Planning Policy (November 2024).

Explanation of Intended Effect: proposed amendments to *State Environmental Planning Policy (Biodiversity and Conservation) 2021* for changes to deter illegal tree and vegetation clearing (April 2025).

Draft Local Environmental Plans or Planning Proposals

SHIRE WIDE

A Shire wide Planning Proposal to amend the *Wingecarribee Local Environmental Plan 2010* to insert the Standard Instrument clause 5.24 for Farm stay accommodation and to amend the land use table for the RU4 Primary Production Small Lots zone to permit Farm stay accommodation with development consent applies to the land.

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

SITE SPECIFIC

Nil

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

Draft Development Control Plans

Nil

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

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

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

Zone E1 Local Centre

1 Objectives of zone

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.

- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To generally conserve and enhance the unique sense of place of business centre precincts by ensuring new development integrates with the distinct urban scale, character, cultural heritage and landscape setting of the precincts, particularly when located within a heritage conservation area or where the development may impact a heritage item.
- To ensure adequate provision is made for infrastructure that supports the viability of business centre precincts, including public car parking, traffic management facilities, public transport facilities, cyclist facilities, pedestrian access paths, amenities, facilities for older people and people with disabilities and general public conveniences.
- To maximise the efficient use of land in business centre precincts to promote more compact and accessible places.
- To ensure new development has regard to the character and amenity of adjacent and nearby residential areas.

2 Permitted without consent

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

3 Permitted with consent

Amusement centres; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home industries; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Animal boarding or training establishments; Camping grounds; Caravan parks; Cemeteries; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Rural industries; Rural workers' dwellings; Sewage treatment plants; Storage premises; Tourist and visitor accommodation; Transport depots; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities

Note: On 26 April 2023 the then Department of Planning and Environment (now Department of Planning, Housing and Infrastructure) replaced all Business, Industrial and Mixed Use zones with new Employment zone names. The following link to the NSW Planning Portal spatial viewer is searchable for individual properties - www.planningportal.nsw.gov.au/spatialviewer/.

Note: Clause 7.11 (Development in local centres) of the Wingecarribee Local Environmental Plan 2010 applies to this land.

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

Zoning and Land Use under Applicable Draft Environmental Planning Instruments (including Planning Proposals)

A Shire wide Planning Proposal to amend the Wingecarribee Local Environmental Plan 2010 to insert the Standard Instrument clause 5.24 for Farm stay accommodation and to amend the land use table for the RU4 Primary Production Small Lots zone to permit Farm stay accommodation with development consent applies to the land.

(c) Whether additional permitted uses apply to the land

The following additional permitted uses apply to the land:

Nil

Note: Additional permitted uses are listed in Schedule 1 of the Wingecarribee Local Environmental Plan 2010. In addition, there are local provisions that apply to specific sites contained in Part 7 of the Wingecarribee Local Environmental Plan 2010 that are not required to be disclosed in a standard planning certificate under section 10.7(2) of the Environmental Planning and Assessment Act 1979.

(d) Whether development standards apply to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions

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

(e) Whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

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

(f) Whether the land is in a conservation area, however described

The land or part of the land IS within a heritage conservation area listed in Schedule 5 (Part 2) of the Wingecarribee Local Environmental Plan 2010.

Note: On 7 August 2024, Council resolved to support a number of new heritage conservation areas throughout the Shire. These areas are not yet in force but property owners and prospective purchasers should be aware of Council's endorsement of these areas. Further information, including a list of areas, is available at participatewingecarribee.wsc.nsw.gov.au/community-heritage-study.

(g) Whether an item of environmental heritage, however described, is located on the land

The land or part of the land IS identified as a heritage item or archaeological site listed in Schedule 5 (Part 1 or Part 3) of the Wingecarribee Local Environmental Plan 2010.

Note: On 7 August 2024, Council resolved to support more than 400 new heritage items throughout the Shire. These items are not yet in force but property owners and prospective purchasers should be aware of Council's endorsement of these items. Further information, including a list of proposed items, is available at participatewingecarribee.wsc.nsw.gov.au/community-heritage-study.

The land or part of the land IS identified as a heritage item of State heritage significance on the State Heritage Register under the Heritage Act 1977.

An interim heritage order under the Heritage Act 1977 DOES NOT apply to the land or part of the land.

3. CONTRIBUTIONS

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

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

Section 94A Plan

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

Draft contributions plans

There are NO draft contributions plans that apply to the land.

- (2) ***If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—***
(a) ***the name of the region, and***
(b) ***the name of the Ministerial planning order in which the region is identified.***

The land IS NOT identified in a housing and productivity contribution region for the provision of regional infrastructure within the meaning of Division 7.1, Subdivision 4 of the *Environmental Planning and Assessment Act 1979*.

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

- (4) ***In this section—***

continued 7.23 determination means a 7.23 determination that—

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

The land IS NOT in a special contributions area to which a continued 7.23 determination applies.

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

4. COMPLYING DEVELOPMENT

- (1) ***If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.***
- (2) ***If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.***
- (3) ***If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—***
(a) ***a restriction applies to the land, but it may not apply to all of the land, and***
(b) ***the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.***
- (4) ***If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.***

Note to private certifiers: The information provided in this certificate does not provide definitive confirmation that complying development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on the land. The responses contained in this item do not represent all the allowances and limitations for complying development on the land and it is your responsibility to ensure that complying development is able to be carried out on the land taking into account all available information.

Housing Code

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

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.
- Unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool.

Variations to the Housing Code relating to minimum setbacks to a primary road (clause 3.10(3)), side setbacks (new sub-clause 3.10(4A)) and minimum landscaped area (clause 3.13(1)) are applicable in the Wingecarribee Shire under clause 1.12 and Schedule 3 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Rural Housing Code

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

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.
- Unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool.

Low Rise Housing Diversity Code

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

Greenfield Housing Code

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

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.
- Unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool.

Housing Alterations Code

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

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

General Development Code

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

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

Industrial and Business Alterations Code

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

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

Industrial and Business Buildings Code

Complying development under the Industrial and Business Buildings Code MAY NOT be carried out on the land.

Container Recycling Facilities Code

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

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

Subdivisions Code

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

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

Demolition Code

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

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

Fire Safety Code

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

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

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code MAY NOT be carried out on the land.

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.
- Unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool.

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

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

The land is within a heritage conservation area or draft heritage conservation area.

The land is identified as, or on which there is, a heritage item that is listed on the State Heritage Register under the Heritage Act 1977, or that is subject to an interim heritage order under the Act.

5. EXEMPT DEVELOPMENT

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

The table below indicates whether the land or part of the land is subject to one of the limitations to the exempt development codes listed under clause 1.16(1)(b1)–(d) of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

| | |
|--|-----------|
| <p>Outstanding biodiversity value</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as a declared area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i>.</p> | <p>NO</p> |
| <p>Critical habitat of endangered species, populations and ecological communities</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as critical habitat under Part 7A of the <i>Fisheries Management Act 1994</i>.</p> | <p>NO</p> |

| | |
|---|------------|
| <p>State Heritage Register and interim heritage orders</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as, or on which there is, a heritage item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i>, or that is subject to an interim heritage order under the Act.</p> <p><i>Note: clause 1.16(1A) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 provides exceptions to the above in certain circumstances.</i></p> | <p>YES</p> |
| <p>Wilderness area</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as land that is, or is part of, a wilderness area (within the meaning of <i>Wilderness Act 1987</i>).</p> | <p>NO</p> |
| <p>Exempt development excluded areas</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land is described or otherwise identified on a map specified in Schedule 4 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p> | <p>NO</p> |

Clause 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*—which relates to development within land within 18km of Siding Spring Observatory (Coonabarabran NSW)—DOES NOT APPLY in the Wingecarribee Shire.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

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

Note: each individual exempt development code contains parameters and development standards for specific development and may contain limitations that must be complied with. If you do not comply with the parameters, limitations and development standards specified in the relevant code, exempt development under that code may not be available on the land or part of the land. It is the owner's responsibility to ensure that development complies with all relevant provisions of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

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

(2) In this section—

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

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

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

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

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

7. LAND RESERVED FOR ACQUISITION

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

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

8. ROAD WIDENING AND ROAD REALIGNMENT

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

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

The land or part of the land IS NOT AFFECTED by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.

The land or part of the land IS NOT AFFECTED by a road widening or road realignment under an environmental planning instrument.

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

9. FLOOD RELATED DEVELOPMENT CONTROLS

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.***
- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.***
- (3) In this section—***
flood planning area has the same meaning as in the Flood Risk Management Manual. Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

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

The land or part of the land IS NOT between the flood planning area and the probable maximum flood.

The land or part of the land IS NOT subject to flood related development controls.

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

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

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

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

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

11. BUSH FIRE PRONE LAND

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

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

12. LOOSE-FILL ASBESTOS INFORMATION

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

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

13. MINE SUBSIDENCE

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

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

14. PAPER SUBDIVISION INFORMATION

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

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

15. PROPERTY VEGETATION PLANS

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

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

16. BIODIVERSITY STEWARDSHIP SITES

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

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

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

17. BIODIVERSITY CERTIFIED LAND

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

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

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

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

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

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

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

- (1) *If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.*
- (2) *In this section—
existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.*

NOT APPLICABLE TO WINGECARRIBEE SHIRE.

20. WESTERN SYDNEY AEROTROPOLIS

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

- (a) *in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or*
- (b) *shown on the Lighting Intensity and Wind Shear Map, or*
- (c) *shown on the Obstacle Limitation Surface Map, or*
- (d) *in the "public safety area" on the Public Safety Area Map, or*
- (e) *in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.*

NOT APPLICABLE TO WINGECARRIBEE SHIRE.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

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

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

- (1) *Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—*
- (a) *the period for which the certificate is current, and*
- (b) *that a copy may be obtained from the Department.*

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

- (2) *If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).*

NO conditions of a development consent that are of a kind referred to in *State Environmental Planning Policy (Housing) 2021*, section 21(1) or 40(1) apply to the land.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

(4) In this section—

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

NO conditions of a development consent that are of a kind referred to in *State Environmental Planning Policy (Housing) 2021*, clause 17(1) or 38(1) apply to the land.

23. WATER OR SEWERAGE SERVICES

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

Water or sewerage services ARE NOT, or are NOT TO BE, provided to the land under the *Water Industry Competition Act 2006*.

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

CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

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

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

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

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

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

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

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

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

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

END OF CERTIFICATE

Strategic Outcomes

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

Lisa Miscamble
GENERAL MANAGER



Civic Centre, 68 Elizabeth St,
Moss Vale NSW 2577
PO Box 141, Moss Vale

02 4868 0888

mail@wsc.nsw.gov.au

ABN 49 546 344 354

Our Ref: DD25/1437
Your Ref: 48895:
Advising
Costa
Nicodemo
Property No: 1751590

29 May 2025

INFOTRACK PTY LTD
GPO BOX 4029
SYDNEY NSW 2000

Dear Sir/Madam

Re: Application for Sewer Reference Sheet and Drainage Diagram
Property: Lot 3 S/P 75992 - 3/30 OLD HUME HIGHWAY BERRIMA NSW 2577

Further to your application regarding the above property, please find enclosed the sewer reference sheet and drainage diagram as requested.

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

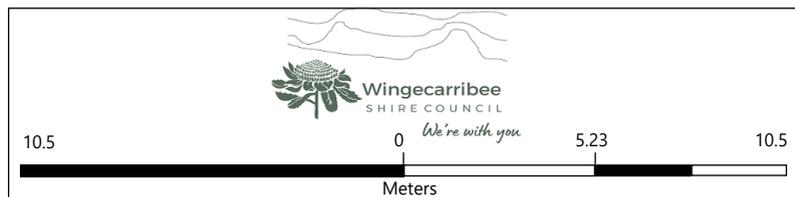
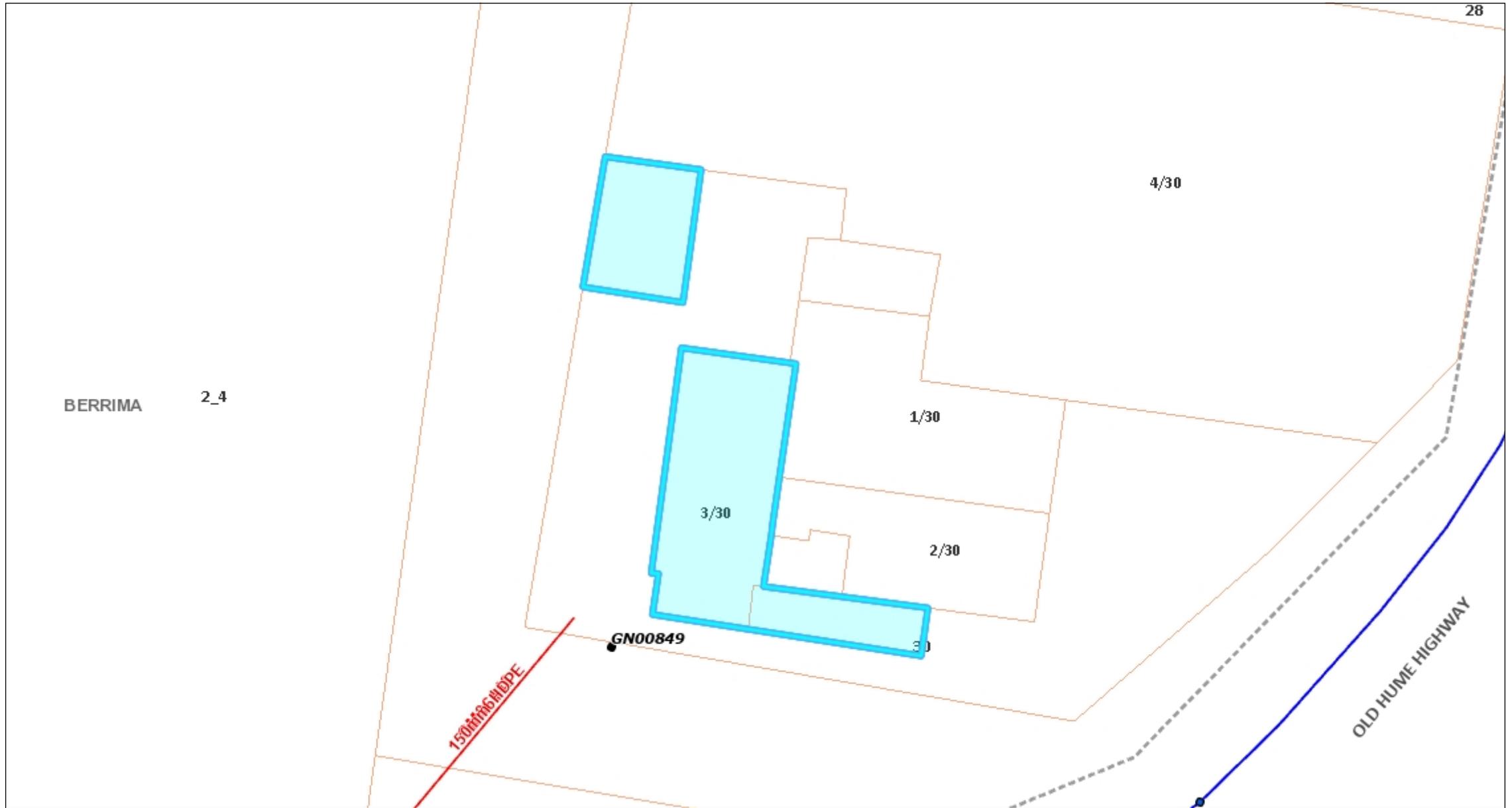
Yours sincerely

Development Assessment and Regulation

Working with you

WSC.NSW.GOV.AU

WINGECARRIBEE - A COAL MINING FREE SHIRE



Wingecarribee Shire Council

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PLAN OF SANITARY DRAINAGE

"THE OLD POST OFFICE"

PREMISES: LOT D.P. No.

STREET: HUME Hwy HOUSE NAME

TOWN or LOCALITY: BERRIMA TEST INT.:

OWNER: AUTIKVOREM Pty LTD. EXT.:

PLUMBER: R.A. ALISON CERTIFICATE: L13590

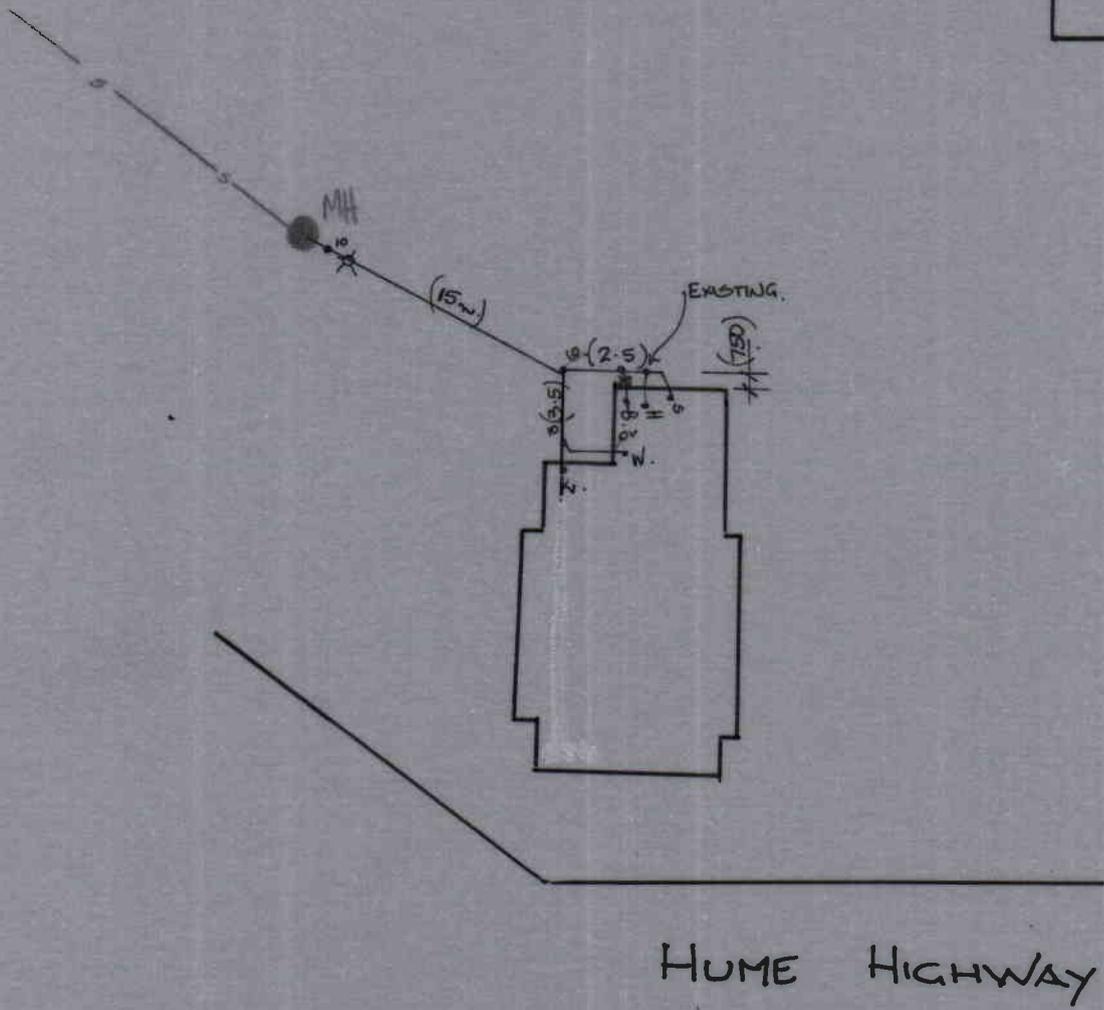
JUNCTION METRES FROM DOWNSTREAM M.H. No.

Scale 1:500 DTS. DEPTH

RAIN OR SURFACE WATER IS NOT TO BE CONNECTED TO SEWER

LEGEND

- OB Sealed Boundary Insp
- ⊗ Boundary Trap
- ⊕ Grease Interceptor
- ⊗ Gully
- ⊗ P. Trap
- Inspection Opening
- Overt. Vertical Pipe
- OV Vent Pipe
- IP Induct Pipes
- T Tubs
- K Kitchen Sink
- W Water Closet
- B Bath Waste
- H Handbasin
- S Shower
- F Floor Waste
- F.d Floor Waste—Dry
- M Washing Machine



INSPECTING OFFICER
C. Darby / G. Brown

DRAWN
[Signature]

DATE
18/09/00



Revenue

Enquiry ID 4341996
Agent ID 81429403
Issue Date 27 May 2025
Correspondence ID 1809093873
Your reference 48895: Advising
Costa Nic

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 |
|----------|--|--------------------|---------------------|
| S75992/3 | Unit 3, 17-19 OLD HUME HWY BERRIMA 2577 | NOT AVAILABLE | Not Opted In |

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 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,

Scott Johnston

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.

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.

Contact details



Read more about Land Tax and use our online service at 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.