© 2026 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457
You can prepare your own version of pages 1 - 4 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:	
vendor's agent	**First National Bowral** **373 Bong Bong Street, Bowral NSW 2576** **Email: nanette@fnbowral.com.au**	**Phone:** **Ref:**	**02 4861 4861** **Nanette Phillips**
co-agent			
vendor	**Barbra Perrie Curtis** **Apartment 29, 3 Suttor Road, Moss Vale NSW 2577**		
vendor's solicitor	**AGR Conveyancing Pty Ltd** **170 Morala Avenue, Runaway Bay NSW 4216** **Email: gillian@agrconveyancing.com.au**	**Phone:** **Ref:**	**0408590500** **GR:26250**
date for completion	**42nd day after the contract date** (clause 15)		
land (address, plan details and title reference)	**Apartment 29, 3 Suttor Road, Moss Vale NSW 2577** **Lot 36 in Strata Plan 81759** **Folio Identifier 36/SP81759**		
	☒ VACANT POSSESSION ☐ subject to existing tenancies		
improvements	☐ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Villa		
attached copies	documents in the List of Documents as marked or numbered: other documents:		

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

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

exclusions **pot plants**

purchaser

purchaser's solicitor

price **$**

deposit **$**_____ (10% of the price, unless otherwise stated)

balance **$**

contract date (if not stated, the date this contract was made)

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

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

buyer's agent

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Choices

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

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

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

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

Land tax is adjustable ☒ NO ☐ yes

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

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

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

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

Purchaser must make a *GSTRW payment* ☒NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment) details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 61

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

Simply Strata
Email: mail@simplystrata.com.au
Tel: 02 4862 3333

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 29, 3 SUTTON RD MOOREVALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Cooling off period (purchaser's rights)

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

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

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

3 **There is NO COOLING OFF PERIOD—**

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

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

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

DISPUTES

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

AUCTIONS

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

UNIT 2/3 SUTTON RD MOSS VALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

WARNINGS

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

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes 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. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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

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

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

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

11. **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

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

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

UNIT 29, 3 SUTTON RD MOSS VALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

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

UNIT 29, 3 SUTTOR RD MOSS VALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

UNIT 29, 5 SUTHERLAND MOSS AVE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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*.

UNIT 29 3 SUTTOR RD MOSS VALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

UNIT 29, 5 SUTTON RD MOSSVALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

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

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

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

UNIT 29 5 SUTTON RD MOSS VALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNIT 29, 5 SUTTER RD MOSS VALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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).

UNIT 2/3 SUTTON RD MOSS VALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

UNIT 29, 6 SUTTON RD MAYS VALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

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

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

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

UNIT 19, 3 SUTTON RD MOSS VALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 29, 3 SUTTOR RD MOSS VALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

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

24.4.3 the vendor must give to the purchaser –

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

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

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

25 Qualified title, limited title and old system title

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

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

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

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

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

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

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

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

25.5 An abstract of title –

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

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

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

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

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

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

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

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

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

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

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

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

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

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

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

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

UNIT 29, 3 SUTTOR RD MOSS VALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

UNIT 29, 5 BUTTON RD MOSS VALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 29, 6 SUTTON RD MOSS VALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 29, 3 SUTTOR RD MOSS VALE NSW 2577

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

ADDITIONAL CLAUSES

Additional Clauses included in the Contract for Sale of Land between:

VENDOR: Barbra Perrie Curtis
PROPERTY: **Apartment 29, 3 Suttor Road, Moss Vale NSW 2577**

33. HEADINGS/INVALIDITY AND CONSTRUCTION

33.1 In the event any one or more of the provisions contained in this Contract or any part thereof shall be found to be invalid or illegal in any respect, the validity, legality or enforceability of the remaining provisions in this Contract shall not in any way be affected or impaired thereby;

33.2 Headings are for ease of reference only and do not affect the interpretation of any clause.

33.3 In the event of any conflict between the printed clauses of the standard Contract for Sale of Land (2026 edition) and the additional special conditions, these condition clauses shall prevail.

34. AMENDMENTS TO STANDARD CONDITIONS

34.1 Clause 7.1.1 amend 5% to 1%;

34.2 Clause 7.1.3 is replaced from 14 days with 7 days;

34.3 Clause 7.2.1 is replaced from 10% with 5%;

34.4 Clause 8.1.1 the words "on reasonable grounds" are deleted;

34.5 Clause 8.1.2. the words “and those grounds” are deleted

34.6 Clause 14.4.2 delete;

34.7 Clause 23.13 is deleted if the property is a 2 lot strata or there is no regular periodic strata levies or payments.

34.8 Clause 25 delete

35. REPRESENTATIONS AND WARRANTIES

35.1 No Warranty

Without in any manner excluding, modifying or restricting the rights of the Purchaser under section 52A (2) (b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulations 2017, the Vendor makes no warranty as to the completeness or accuracy of any of the documents or copies of documents provided from the agent of the Vendor.

35.2 Entire Agreement

To the extent permitted by law, in relation to the subject matter of this Contract:

35.2.1 This Contract embodies the entire understanding of the parties, and constitutes the entire terms agreed on between the parties; and

35.2.2 Supersedes any prior written or other agreement between the parties.

35.3 No Representation

Without limiting the generality of clause 33.1, the Vendor makes no warranty or representation in respect of the accuracy or completeness of any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this Contract and the Purchaser acknowledges and agrees that it has placed no reliance on any brochure, advertisement or other document.

The Purchaser acknowledges that the Purchaser:

35.3.1 Has made its own inquiries in relation to the property;

35.3.2 Does not rely on any representation, letter, document or arrangement (whether oral or in writing) or other conduct as adding to or amending this Contract;

35.3.3 Is fully satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the Purchaser of the property; and

35.3.4 Is fully satisfied as to the need for the existence or validity of any development or other approval.

36. CONDITION

The Purchaser purchases the Property in its present condition and state of repair, including any defects, non-compliance or want of repair. The Purchaser shall not make any requisitions, objection or claim against the Vendor in respect of anything contained in this Clause or as to the state and condition of the Property.

37. DEATH, INCAPACITY AND BANKRUPTCY

Without affecting any rights or remedies available to either party at law or in equity had this Additional Clause not be included, if either party (or any one of them) prior to completion:

37.1 being a natural person dies, becomes mentally ill or is otherwise incapable of managing their affairs or be declared bankrupt then Either Party may rescind this Contract by notice in writing to the Other Party's solicitor and the provisions of clause 19 shall apply; or

37.2 Or being a company resolves to go into liquidation or have a petition for winding up of the Other Party presented or enter into any scheme or arrangement with its creditors under the relevant provisions of the Corporations Act or if a liquidator, receiver or official manager be appointed to the Other Party, then the Other Party is in default and the First Party may, subject to any law to the contrary, affirm or terminate this Contract.

38. INTEREST

If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent per annum (9%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion dated up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase

money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

39. NOTICE TO COMPLETE

Completion of this matter shall take place on or before 3:30pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice.

A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime.

Should the Vendor issue the Notice to Complete than the Vendor shall be entitled to recover a fee of $550.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.

40. AGENT

The Purchaser warrants:

40.1 they were not introduced to the Vendor or the property by an agent other than the agent noted on the front page of the contract; and

40.2 no agent is the effective cause of this sale other than the agent (if any) named as the Vendor's agent on page 1 of this contract.

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

This clause will not merge on completion.

41. DEPOSIT

The Purchaser shall, upon request, release the deposit paid herein or part thereof to the Vendor's Licensed Conveyancer for:

41.1 Payment as directed to complete settlement;

41.2 Towards the deposit on the Vendors purchase of property;

41.3 For stamp duty on the Vendor's purchase;

41.4 Towards a deposit into a retirement institution.

The Vendor shall at any time provide the Purchaser with sufficient details of that property to allow the Purchaser to trace the deposit monies.

If the deposit is released for the purposes of paying the deposit on a property it will only be released to a Real Estate Agents or a Conveyancer/ Solicitors trust account.

42. SETTLEMENT

If settlement of this matter does not take place at the date appointed for same due to the fault of the Purchaser or his/her mortgagee, then the Purchaser shall pay all fees including but not limited to bank/agency fees and re-certification fees incurred by the Vendor's Conveyancer or

his/her mortgagee in relation to any rearrangements of settlement. We estimate this fee to be $220.00 (GST Inclusive).

43. ELECTRONIC EXCHANGE

43.1 The parties agree and accept, for the purpose of exchange of contracts, signatures by either the Vendor or Purchaser which are photocopy or any other form of electronic signature;

43.2 For the purposes of the Electronic Transactions Act 1999 (Cth) and the Electronic Transactions Act 2000 (NSW) each of the parties consents to receiving and sending the contract electronically.

44. EXTENSION OF COOL OFF

44.1 The Purchaser agrees and acknowledges that in the event that an extension of the cooling – off period beyond that agreed as at the date of this contract is required by the Purchaser, then they shall pay the sum of $100.00 plus GST directly to the Vendors Conveyancer as recognition of fees that the Vendor shall incur on account of arranging the extension. This sum shall fall due and payable at settlement, or in the event the contract does not proceed, upon rescission whereby the Purchaser authorizes the agent to release that sum to the Vendors Conveyancer in that event.

44.2 This sum shall fall due and payable regardless of:

44.2.1 Whether or not the extension of the cool-off period is granted.

44.2.2 Whether or not the Purchaser elects or does not elect to exercise their rights to cool –off from the contract in due course.

45. PAYMENT OF DEPOSIT BY INSTALMENTS

45.1 If the Vendor on the making of this contract agrees to accept a deposit of five percent (5%) of the purchase price, then notwithstanding any other provision in this contract, the deposit referred to on the front page will remain at ten percent (10%) of the purchase price and shall be paid by instalments as follows:

(i) The first instalment of five percent (5%) of the purchase price on the making of this contract in accordance with clauses 2.1 and 2.2; and

(ii) The second instalment of five percent (5%) of the purchase price upon the earlier of:

(a) The Vendor lawfully terminating the contract due to a default or breach of an essential term of the contract by the Purchaser;

(b) The Vendor lawfully terminating the contract following the expiry of a Notice by which time is of the essence; or

(c) the completion date.

46. REQUISITIONS

The Purchaser agrees that any general Requisition on Title pursuant to clause 5.1 served on the Vendor must be in the form as attached hereto. The Vendor is not required to answer any other form of general requisitions.

47. CHRISTMAS CLOSURE

In the event that the due date for completion falls within the period of the 17 December 2026 and 11 January 2027 (inclusive) the parties agree that completion will take place on the 12 January 2027. It is further agreed between the Vendor and the Purchaser that no interest or damages are payable if completion falls due within this period.

In the event settlement is due prior to this date being 17 December 2026 and is delayed through fault of the Purchaser default interest will be charged in accordance with this contract until the 12 January 2027.

48. GUARANTEE & INDEMNITY

If the Purchaser (and, if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this contract with the Purchaser, it is an essential clause of this contract that the directors of the Purchaser

……..….

and

…….

("the Guarantor") jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligation arising under this clause. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor. In the event that no signature appears below this special condition and/ or no names are inserted at the commencement of this special condition, the Guarantor/s shall be that person or those people who sign this Contract on behalf of the Purchaser.

Signed, sealed and delivered by the **Guarantor** in the presence of:

……..... ……...
Signature of witness: Signature of Guarantor

…….. ……...
Name of witness (please print) Name of Guarantor (please print)

Signed, sealed and delivered by the Guarantor in the presence of:

……..... ……...
Signature of witness: Signature of Guarantor

…….. ……...
Name of witness (please print) Name of Guarantor (please print)

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 36/SP81759

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2026	1:21 PM	6	29/5/2025

LAND

LOT 36 IN STRATA PLAN 81759
AT MOSS VALE
LOCAL GOVERNMENT AREA WINGECARRIBEE

FIRST SCHEDULE

BARBRA PERRIE CURTIS (T AJ734317)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP79983
2 AJ734318 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
3 DP1314372 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending... PRINTED ON 5/11/2026

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

Copyright © Office of the Registrar-General 2026

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79983

SEARCH DATE	TIME	EDITION NO	DATE
11/11/2026	2:03 PM	8	29/5/2025

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 79983 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MOSS VALE
LOCAL GOVERNMENT AREA WINGECARRIBEE
PARISH OF BONG BONG COUNTY OF CAMDEN
TITLE DIAGRAM SP79983

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 79983
ADDRESS FOR SERVICE OF DOCUMENTS:
1 SUTTON ROAD
MOSS VALE 2577

SECOND SCHEDULE (14 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOTS 1 AND 2
3 DP1093658 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
4 AC102636 EASEMENT TO DRAIN WATER 1.2 WIDE AFFECTING THE PART(S) SHOWN DESIGNATED 'X' IN PLAN WITH AC102636
5 AC102636 EASEMENT TO DRAIN SEWAGE 1.2 WIDE AFFECTING THE PART(S) SHOWN DESIGNATED 'Y' IN PLAN WITH AC102636
6 AD457790 EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE AFFECTING THE PART(S) DESIGNATED (X) IN PLAN WITH AD457790
7 AD457790 RESTRICTION(S) ON THE USE OF LAND
8 AD457790 RESTRICTION(S) ON THE USE OF LAND
9 SP79983 POSITIVE COVENANT
10 SP79983 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
11 SP79983 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
12 AP90240 INITIAL PERIOD EXPIRED
13 AU448171 CONSOLIDATION OF REGISTERED BY-LAWS
14 DP1314372 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP79983 PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 79983

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	SP81759	2	SP81759	3	31	4	31
5	33	6	27	7	27	8	27
9	27	10	27	11	27	12	27
13	25	14	27				

STRATA PLAN 81759

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
15	28	16	29	17	31	18	29
19	28	20	29	21	29	22	28
23	28	24	28	25	29	26	28
27	28	28	28	29	28	30	28
31	25	32	28	33	25	34	25
35	25	36	25	37	28	38	27

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

26250... PRINTED ON 11/11/2026

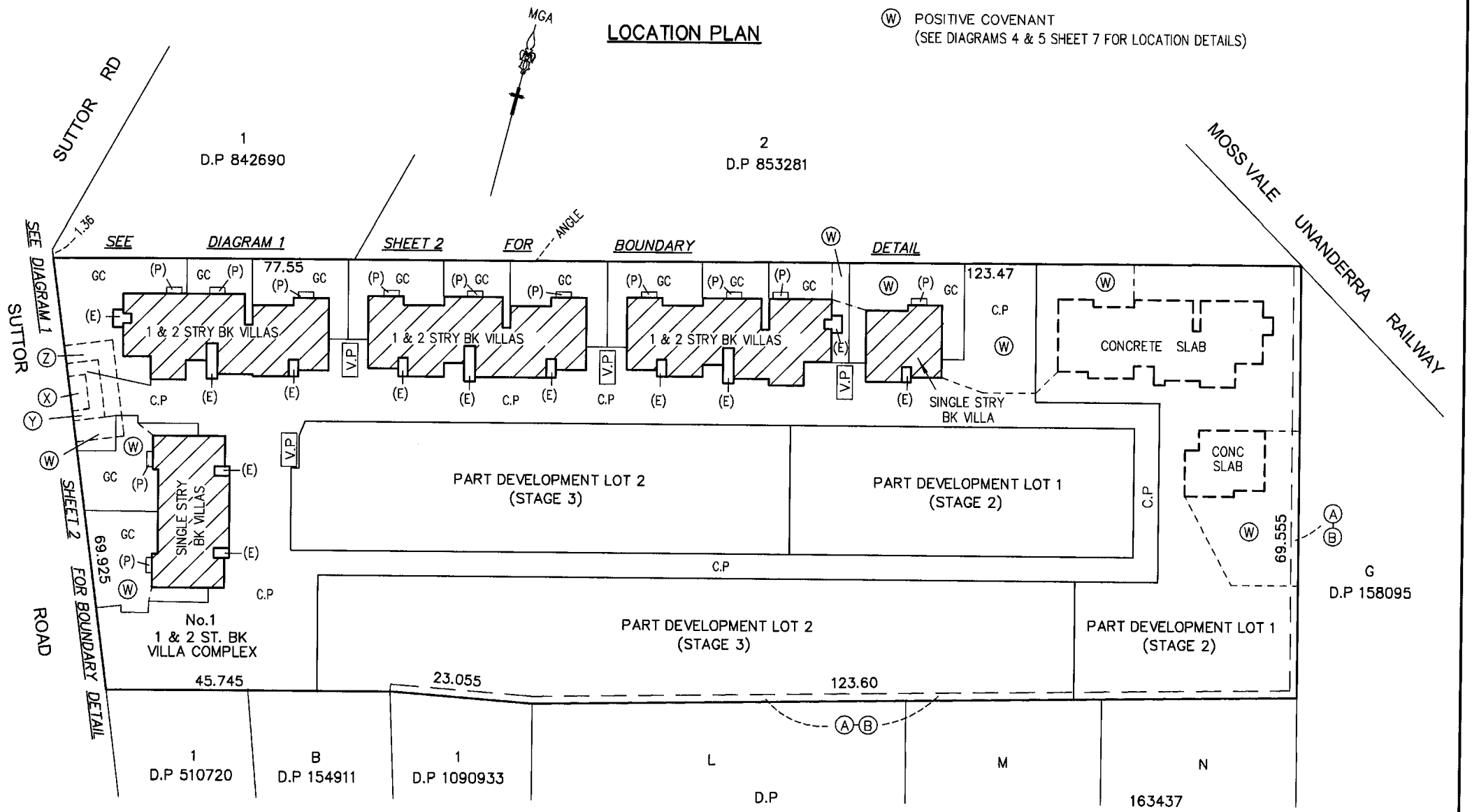
* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

Copyright © Office of the Registrar-General 2026

Received: 11/11/2026 14:03:47

Req:R111226 /Doc:SP 0079983 P /Rev:27-May-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:1 of 10
© Office of the Registrar-General /Src:TRISearch /Ref:26250

LOCATION PLAN



W POSITIVE COVENANT
(SEE DIAGRAMS 4 & 5 SHEET 7 FOR LOCATION DETAILS)

C.P – DENOTES COMMON PROPERTY
GC – DENOTES GARDEN COURTYARD
(P) – DENOTES PATIO
(E) – DENOTES ENTRY

V.P – DENOTES VISITOR PARKING (COMMON PROPERTY)

NOTE: THE CONCRETE SLABS SHOWN WITHIN LOT 1 ARE NOT COMMON PROPERTY

AD457790
- X EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- Y RESTRICTION ON THE USE OF LAND 1.595, 2.095 & 2.31 WIDE
- Z RESTRICTION ON THE USE OF LAND 5 WIDE

AC102636
- A EASEMENT TO DRAIN WATER 1.2 WIDE
- B EASEMENT TO DRAIN SEWAGE 1.2 WIDE

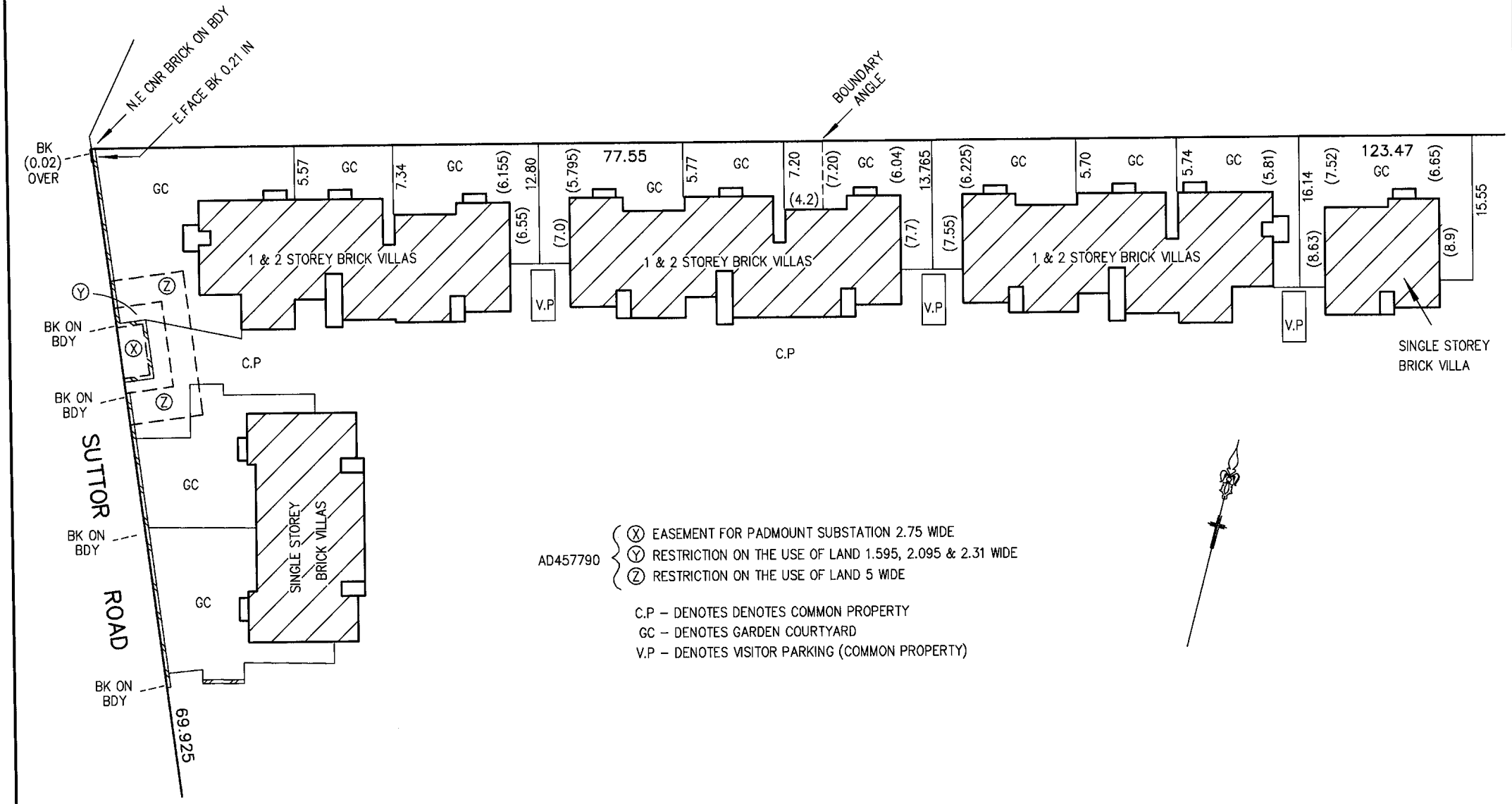
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: CHRISTOPHER THOMAS NORTON
Surveyor Ref: 13391 STAGE 1
Subdivision No:
Lengths are in metres. Reduction Ratio 1:600

Registered: 4.3.2008

SP79983 (E)

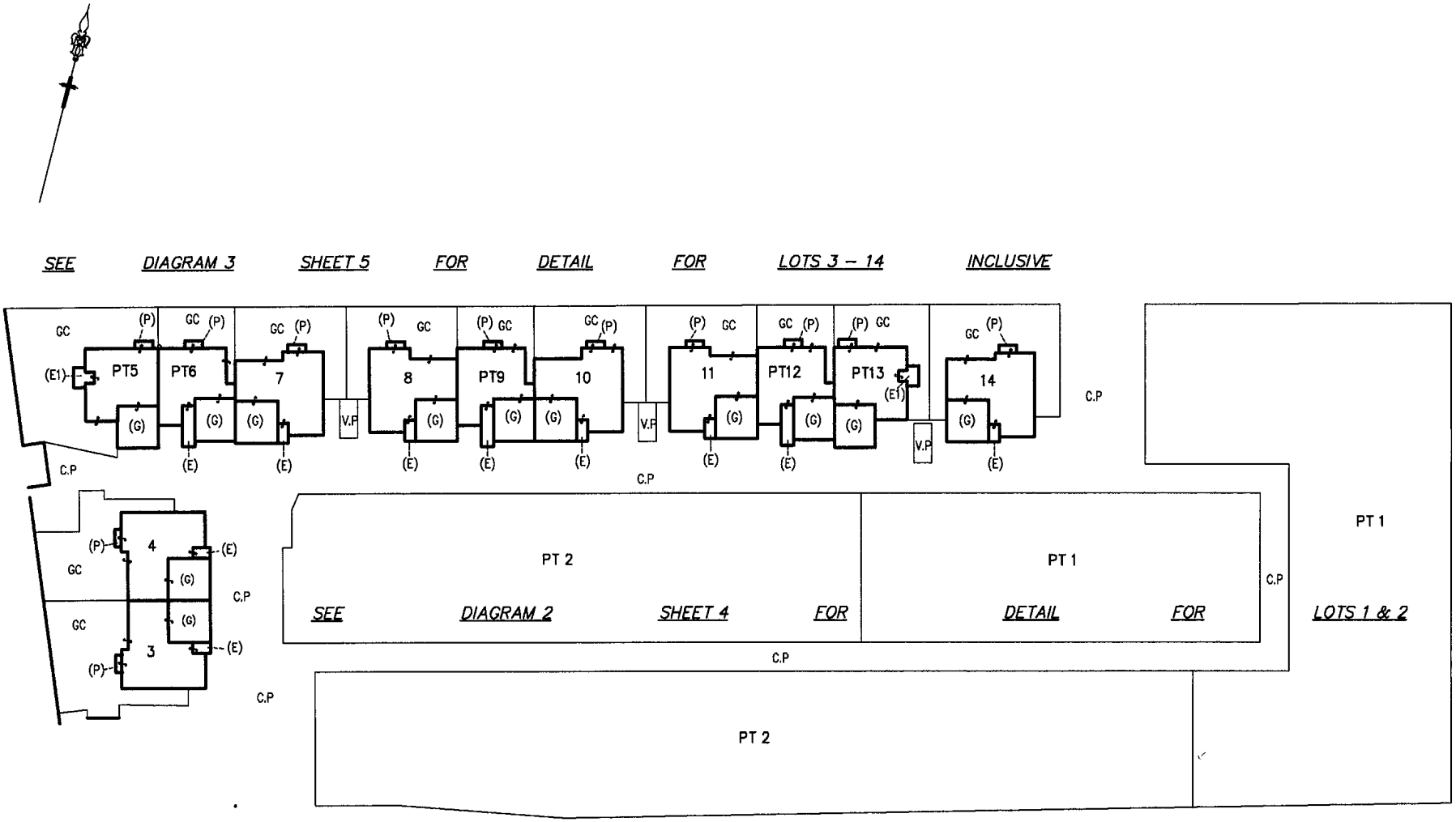
LOCATION DETAIL – DIAGRAM No.1



Surveyor: CHRISTOPHER THOMAS NORTON Surveyor Ref: 13391 STAGE 1 Subdivision No: Lengths are in metres. Reduction Ratio 1:400	Registered: 4.3.2008	SP79983

Req:R111226 /Doc:SP 0079983 P /Rev:27-May-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:2 of 10
© Office of the Registrar-General /Src:TRISearch /Ref:26250

GROUND FLOOR



C.P DENOTES COMMON PROPERTY
V.P DENOTES VISITOR PARKING (COMMON PROPERTY)
GC DENOTES GARDEN COURTYARD LIMITED IN HEIGHT FROM 2 BELOW TO 4 ABOVE THE MAIN FLOOR OF THE ADJACENT BUILDING EXCEPT WHERE CONCRETE PAVED OR COVERED
(E) DENOTES ENTRY LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF EXCEPT WHERE COVERED
(E1) DENOTES COVERED ENTRY
(P) DENOTES PATIO LIMITED IN HEIGHT TO 4 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THERE OF EXCEPT WHERE COVERED
(G) DENOTES GARAGE

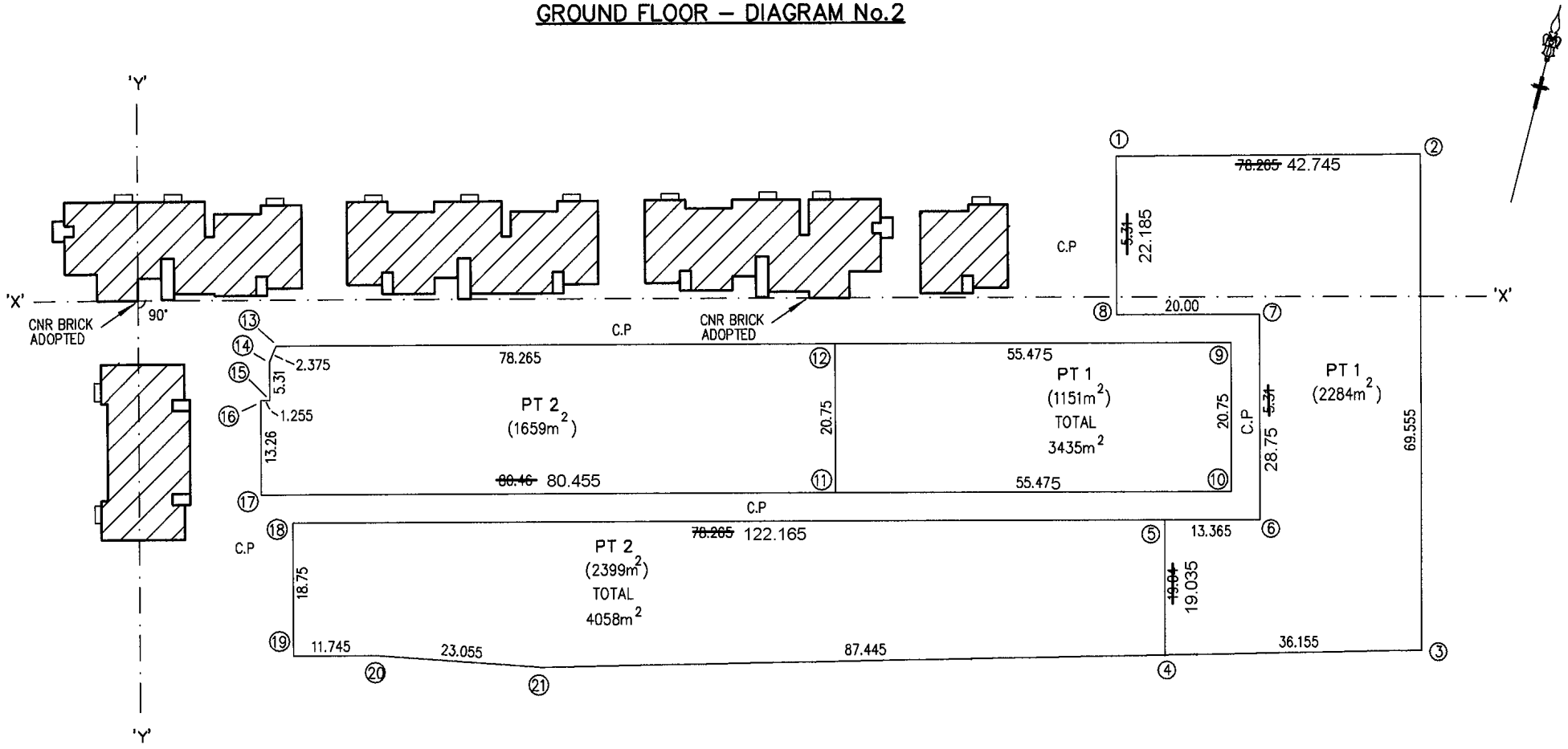
LOTS 1 & 2 ARE LIMITED IN HEIGHT AND DEPTH FROM 20 ABOVE TO 20 BELOW THE UPPER SURFACE OF THE MAIN CONCRETE FLOOR SLAB OF LOT 10

Surveyor: CHRISTOPHER THOMAS NORTON Surveyor Ref: 13391 STAGE 1 Subdivision No: Lengths are in metres. Reduction Ratio 1:600	Registered: 4.3.2008	SP79983

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R111226 /Doc:SP 0079983 P /Rev:27-May-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:3 of 10
© Office of the Registrar-General /Src:TRISearch /Ref:26250

GROUND FLOOR – DIAGRAM No.2



SCHEDULE OF DEVELOPMENT LOT CORNER OFFSETS

CORNER NO.	OFFSET TO 'X'–'X'	OFFSET TO 'Y'–'Y'	CORNER NO.	OFFSET TO 'X'–'X'	OFFSET TO 'Y'–'Y'	
1	20.09	136.855	12	6.095	97.38	
2	20.275	179.60	13	6.095	19.115	
3	49.28	179.64	14	8.275	18.18	
4	49.88	143.49	15	13.585	18.18	
5	30.845	143.49	16	13.585	16.925	
6	30.845	156.855	17	26.845	16.925	
7	2.095	156.855	18	30.845	21.325	
8	2.095	136.855	19	~~33.075~~	21.325	49.595
9	6.095	152.855	20	49.595	~~33.075~~	33.07
10	26.845	152.855	21	51.34	56.06	
11	26.845	97.38				

NOTE: OFFSETS ARE SQUARE TO LINES 'X'–'X' & 'Y'–'Y'

Surveyor: CHRISTOPHER THOMAS NORTON
Surveyor Ref: 13391 STAGE 1
Subdivision No:
Lengths are in metres. Reduction Ratio 1:600

Registered: 4.3.2008

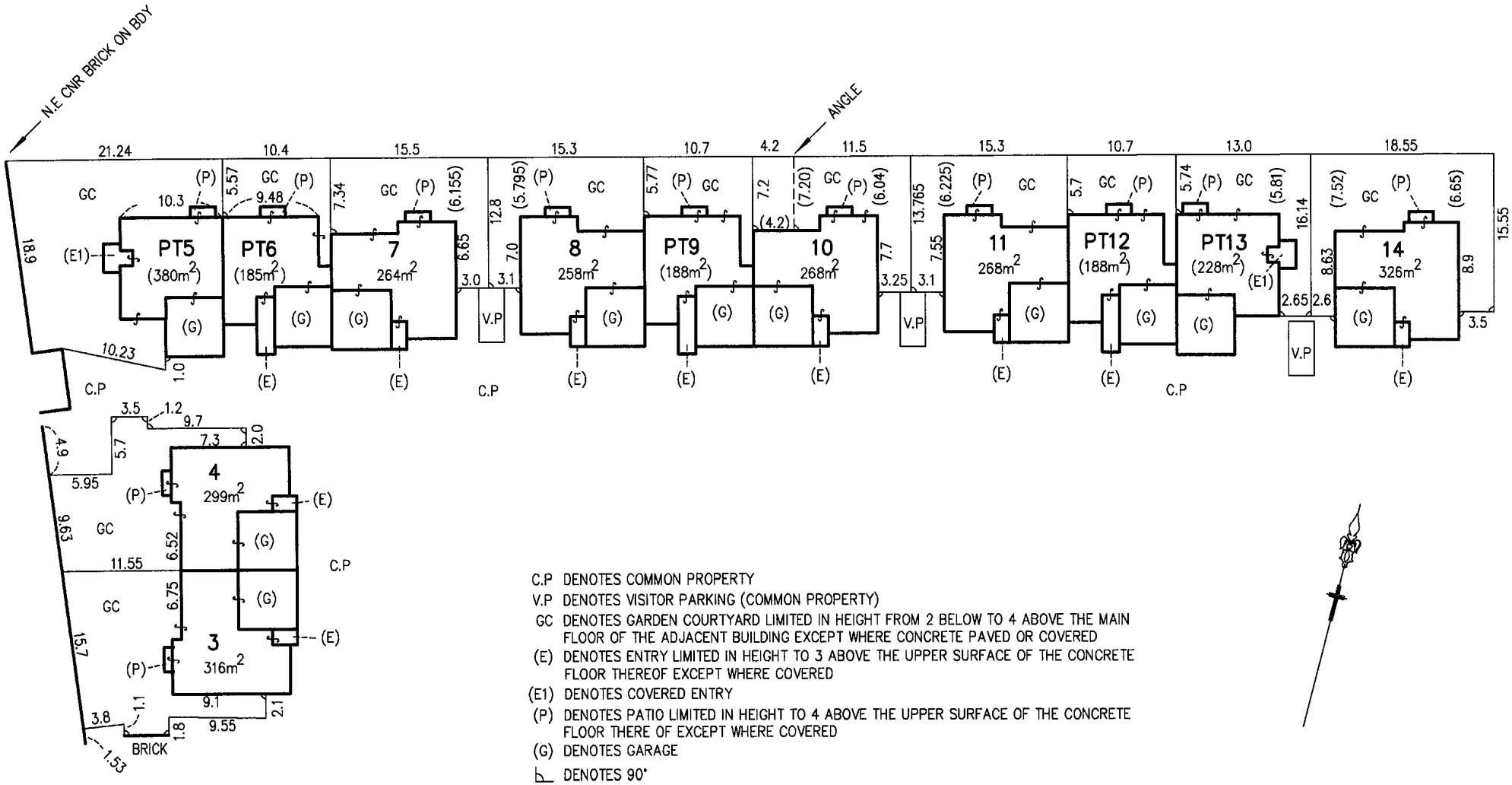
SP79983

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

DIMENSIONS OF LOTS 1 & 2 AND "SCHEDULE OF DEVELOPMENT LOT CORNER OFFSETS" AMENDED VIDE 2009/555 20.5.2009

Req:R111226 /Doc:SP 0079983 P /Rev:27-May-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:4 of 10
© Office of the Registrar-General /Src:TRISearch /Ref:26250

GROUND FLOOR – DIAGRAM No.3



C.P DENOTES COMMON PROPERTY
V.P DENOTES VISITOR PARKING (COMMON PROPERTY)
GC DENOTES GARDEN COURTYARD LIMITED IN HEIGHT FROM 2 BELOW TO 4 ABOVE THE MAIN FLOOR OF THE ADJACENT BUILDING EXCEPT WHERE CONCRETE PAVED OR COVERED
(E) DENOTES ENTRY LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF EXCEPT WHERE COVERED
(E1) DENOTES COVERED ENTRY
(P) DENOTES PATIO LIMITED IN HEIGHT TO 4 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THERE OF EXCEPT WHERE COVERED
(G) DENOTES GARAGE
⌐ DENOTES 90°

ALL AREAS ARE APPROXIMATE AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY INCLUDE GARDEN COURTYARDS, ENTRIES, PATIOS AND GARAGES WHERE SHOWN.

Surveyor: CHRISTOPHER THOMAS NORTON
Surveyor Ref: 13391 STAGE 1
Subdivision No:
Lengths are in metres. Reduction Ratio 1:400

Registered: 4.3.2008

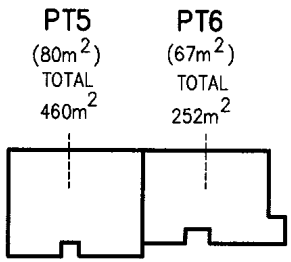
SP79983

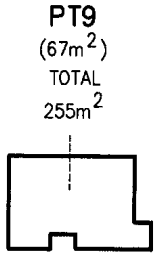
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

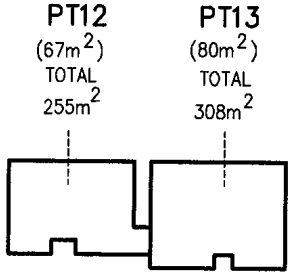
Req:R111226 /Doc:SP 0079983 P /Rev:27-May-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:5 of 10
© Office of the Registrar-General /Src:TRISearch /Ref:26250



FIRST FLOOR







ALL AREAS ARE APPROXIMATE AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY

Surveyor: CHRISTOPHER THOMAS NORTON Surveyor Ref: 13391 STAGE 1 Subdivision No: Lengths are in metres. Reduction Ratio 1:400	Registered: 4.3.2008	SP79983

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R111226 /Doc:SP 0079983 P /Rev:27-May-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:6 of 10
© Office of the Registrar-General /Src:TRISearch /Ref:26250

LOCATION DETAILS – POSITIVE COVENANT



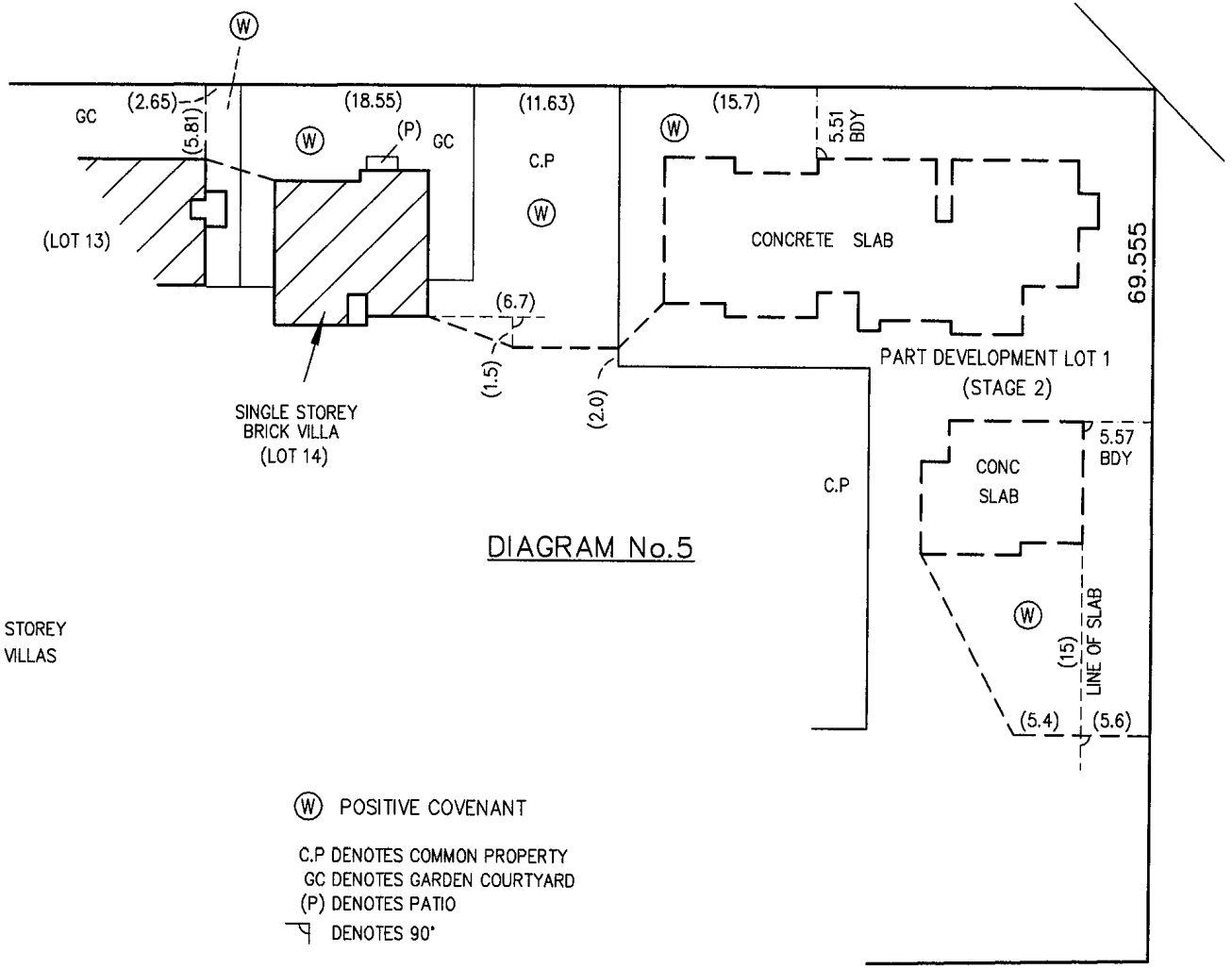


DIAGRAM No.5

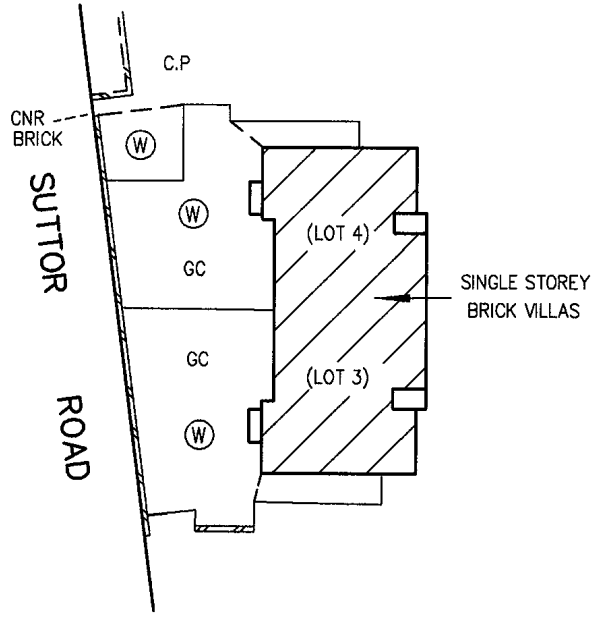


DIAGRAM No.4

(W) POSITIVE COVENANT

C.P DENOTES COMMON PROPERTY
GC DENOTES GARDEN COURTYARD
(P) DENOTES PATIO
DENOTES 90°

Surveyor: CHRISTOPHER THOMAS NORTON Surveyor Ref: 13391 STAGE 1 Subdivision No: Lengths are in metres. Reduction Ratio 1:400	Registered: 4.3.2008	SP79983

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R111226 /Doc:SP 0079983 P /Rev:27-May-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:7 of 10
© Office of the Registrar-General /Src:TRISearch /Ref:26250

Req:R111226 /Doc:SP 0079983 P /Rev:27-May-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:8 of 10
© Office of the Registrar-General /Src:TRISearch /Ref:26250 ng will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No. 79983

No.1 Suttor Road, Moss Vale N.S.W 2577

* SP79983

Registered: 4.3.2008

Purpose: STRATA PLAN

* OFFICE USE ONLY

PLAN OF

SUBDIVISION OF LOT 2 D.P.1090933

~~RESIDENTIAL — Model by-laws adopted for this scheme~~
~~*Keeping of animals: Option A/B/C~~
~~*Schedule of By-laws in ____ sheets filed with plan~~
Schedule of By-Laws in 1 sheet filed with plan
~~*No By-laws apply~~
* strike out whichever is inapplicable

LGA: WINGECARRIBEE

Locality: MOSS VALE

Parish: BONG BONG

County: CAMDEN

Strata Certificate

* *Name of Council/* ~~Accredited Certifier~~* WINGECARRIBEE being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * 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 * council/* accredited certifier is satisfied that the plan is consistent with any applicable conditions of any 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 lot/s 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 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date 9/1/2008

Subdivision No. LUA 05/1491.02

Accreditation No. N/A

Relevant Development Consent No. LUA 05/1491

Issued by WINGECARRIBEE

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

* Complete or delete if applicable.

Surveyor's Certificate

I, CHRISTOPHER THOMAS NORTON

of NORTON SURVEY PARTNERS PTY LTD
P.O. BOX 289 ROZELLE NSW 2039

a surveyor registered under the Surveying Act. 2002, 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 encroachment an appropriate easement:
*has been created by registered + ...
~~*is to be created under section 88B of the Conveyancing Act 1919~~

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

Signature: .....

Date: 5.11.2007

* Delete if inapplicable

SURVEYOR'S REFERENCE: 13391 STAGE 1

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

Req:R111226 /Doc:SP 0079983 P /Rev:27-May-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:9 of 10
© Office of the Registrar-General /Src:TRISearch /Ref:26250

STRATA PLAN FORM 3 (Part 2) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

PLAN OF

SUBDIVISION LOT 2 D.P.1090933

* SP79983

* Registered: 4.3.2008

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: LUA 05/1491.02 Date: 9.1.2008

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	ENTITLEMENT	LOT NO	ENTITLEMENT
1	287	8	27
2	377	9	27
3	31	10	27
4	31	11	27
5	33	12	27
6	27	13	25
7	27	14	27
		TOTAL	1000

THIS PLAN INCORPORATES A STRATA DEVELOPMENT CONTRACT OF 18 SHEETS

THE SCHEDULE OF UNIT ENTITLEMENTS MAY, ON COMPLETION OF THE STAGED STRATA DEVELOPMENT TO WHICH IT RELATES, BE REVISED IN ACCORDANCE WITH SECTION 28QAA OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
(if insufficient space use additional annexure sheet)

PURSUANT TO SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT
2. RESTRICTION AS TO USER
3. RESTRICTION AS TO USER

SURVEYOR'S REFERENCE: 13391 STAGE 1

Req:R111226 /Doc:SP 0079983 P /Rev:27-May-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:10 of 10
© Office of the Registrar-General /Src:TRISearch /Ref:26250 asing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

PLAN OF

SUBDIVISION LOT 2 D.P.1090933

SP79983

Registered: 4.3.2008

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: Date:

SIGNATURES AND SEALS OF PROPRIETOR & MORTGAGEE:

ALAHNA MAREE IBRAHIM
DIRECTOR
TATTON PARK ST HENRI PL ACN - 106 860 048

DIRECTOR
TATTON PARK ST HENRI PL.

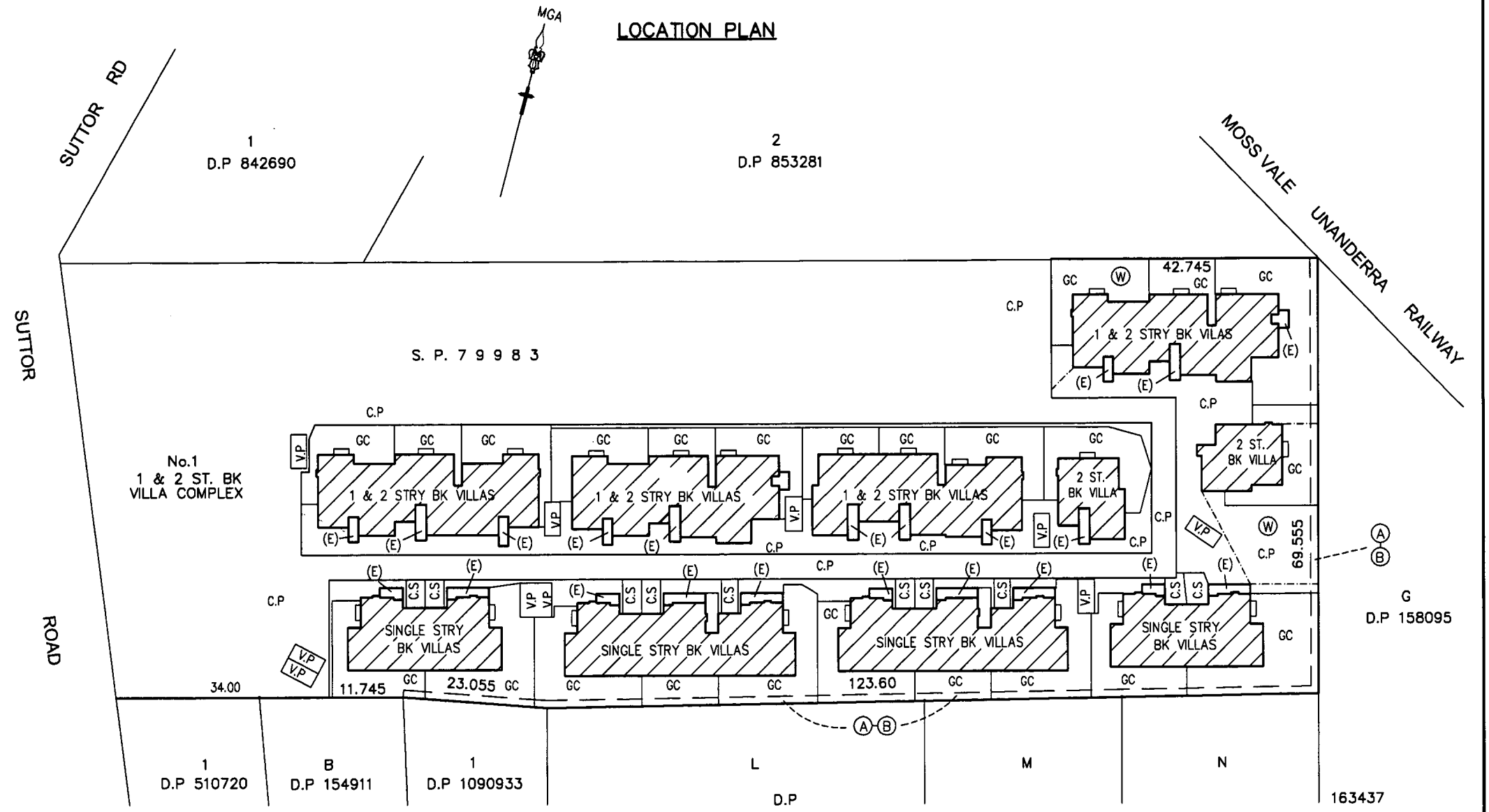
Mortgagee under Mortgage No AC233141 & AB800871
Signed at Sydney this 17TH day of JANUARY 2008 for National Australia Bank Limited ABN 12 004 044 937 by ~~[illegible]~~ NIGEL JAMES WARD its duly appointed Attorney under Power of Attorney No. 39 Book 4512

Level 2 Attorney

Witness/Bank Officer SCOTT ALEXANDER
255 George Street, Sydney NSW

SURVEYOR'S REFERENCE: 13391 STAGE 1

LOCATION PLAN



C.P – DENOTES COMMON PROPERTY
GC – DENOTES GARDEN COURTYARD

(E) – DENOTES ENTRY
C.S – DENOTES CAR SPACE
V.P – DENOTES VISITOR PARKING (COMMON PROPERTY)

(A) EASEMENT TO DRAIN WATER 1.2 WIDE
(B) EASEMENT TO DRAIN SEWAGE 1.2 WIDE
} AC102636
(W) POSITIVE COVENANT (SP79983)

Surveyor: CHRISTOPHER THOMAS NORTON
Surveyor Ref: 13391 SP2
Subdivision No: LUA05/1491.04
Lengths are in metres. Reduction Ratio 1:600

Registered: 10.6.2009

SP81759 P

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R111225 /Doc:SP 0081759 P /Rev:10-Jun-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:1 of 9
© Office of the Registrar-General /Src:TRISearch /Ref:26250

Req:R111225 /Doc:SP 0081759 P /Rev:10-Jun-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:2 of 9
© Office of the Registrar-General /Src:TRISearch /Ref:26250

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

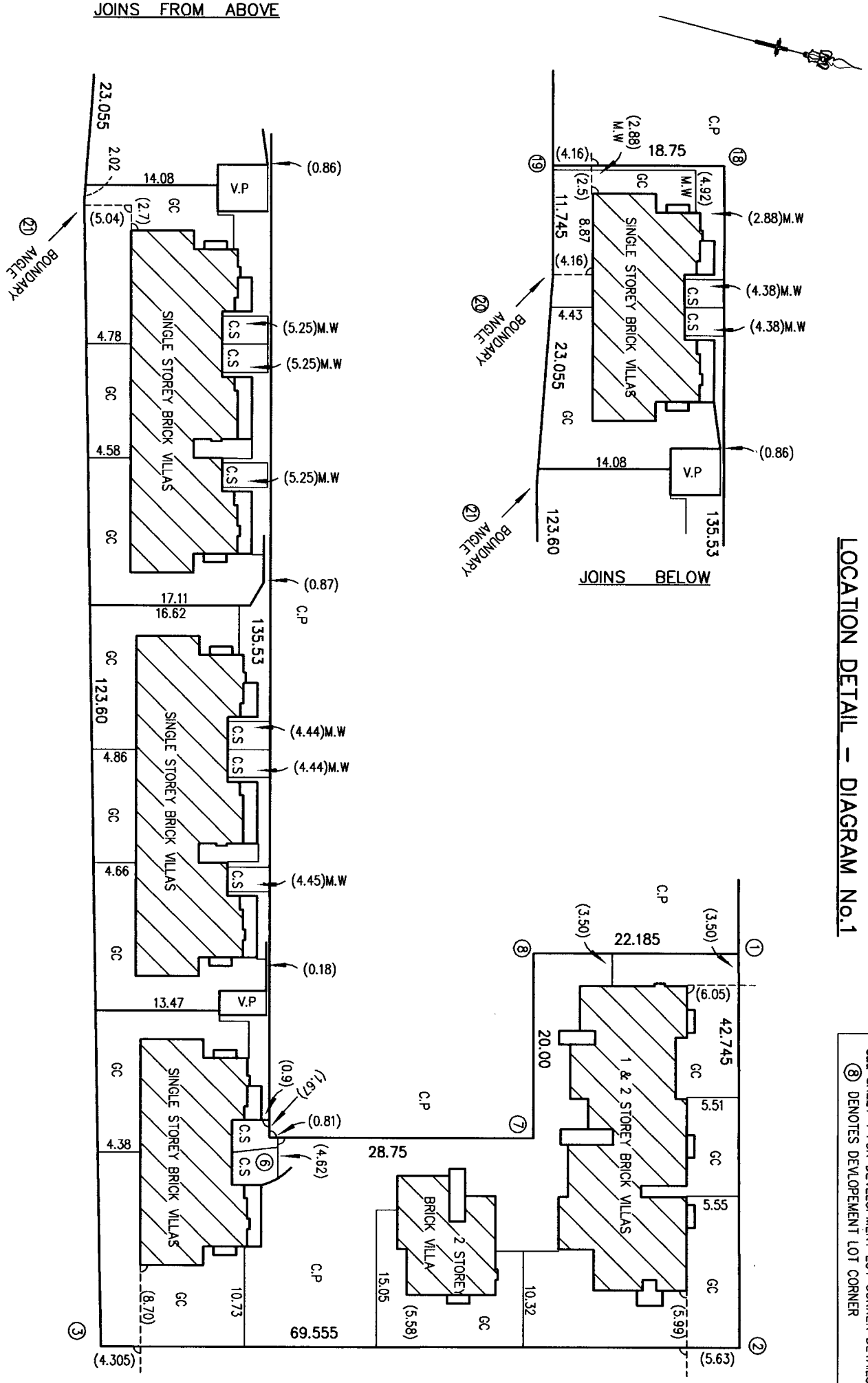
LOCATION DETAIL — DIAGRAM No.1

C.P DENOTES COMMON PROPERTY
V.P DENOTES VISITOR PARKING
C.S DENOTES CAR SPACE
⌐ DENOTES 90°
M.W DENOTES MAIN WALL

SEE SHEET 4 FOR DEVELOPMENT LOT CORNER DETAILS
⑧ DENOTES DEVLOPEMENT LOT CORNER

JOINS FROM ABOVE

JOINS BELOW



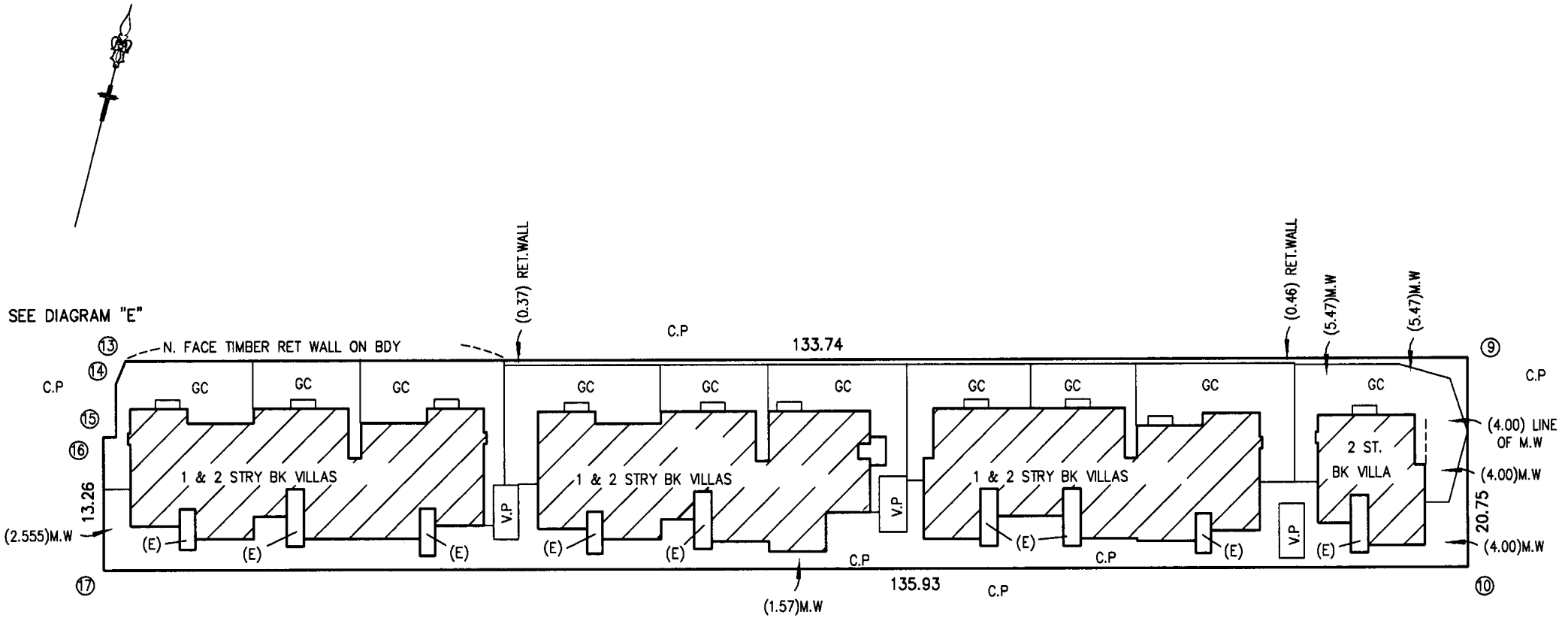
Surveyor: CHRISTOPHER THOMAS NORTON
Surveyor Ref: 13391 SP2
Subdivision No: LUA05/1491.04
Lengths are in metres. Reduction Ratio 1:400

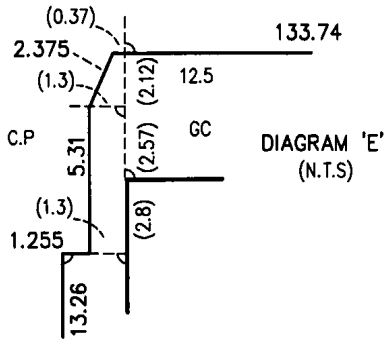
Registered: 10.6.2009

SP81759

SEE SHEET 4 FOR DEVELOPMENT LOT CORNER DETAILS
⑧ DENOTES DEVLOPEMENT LOT CORNER

LOCATION DETAIL – DIAGRAM No.2





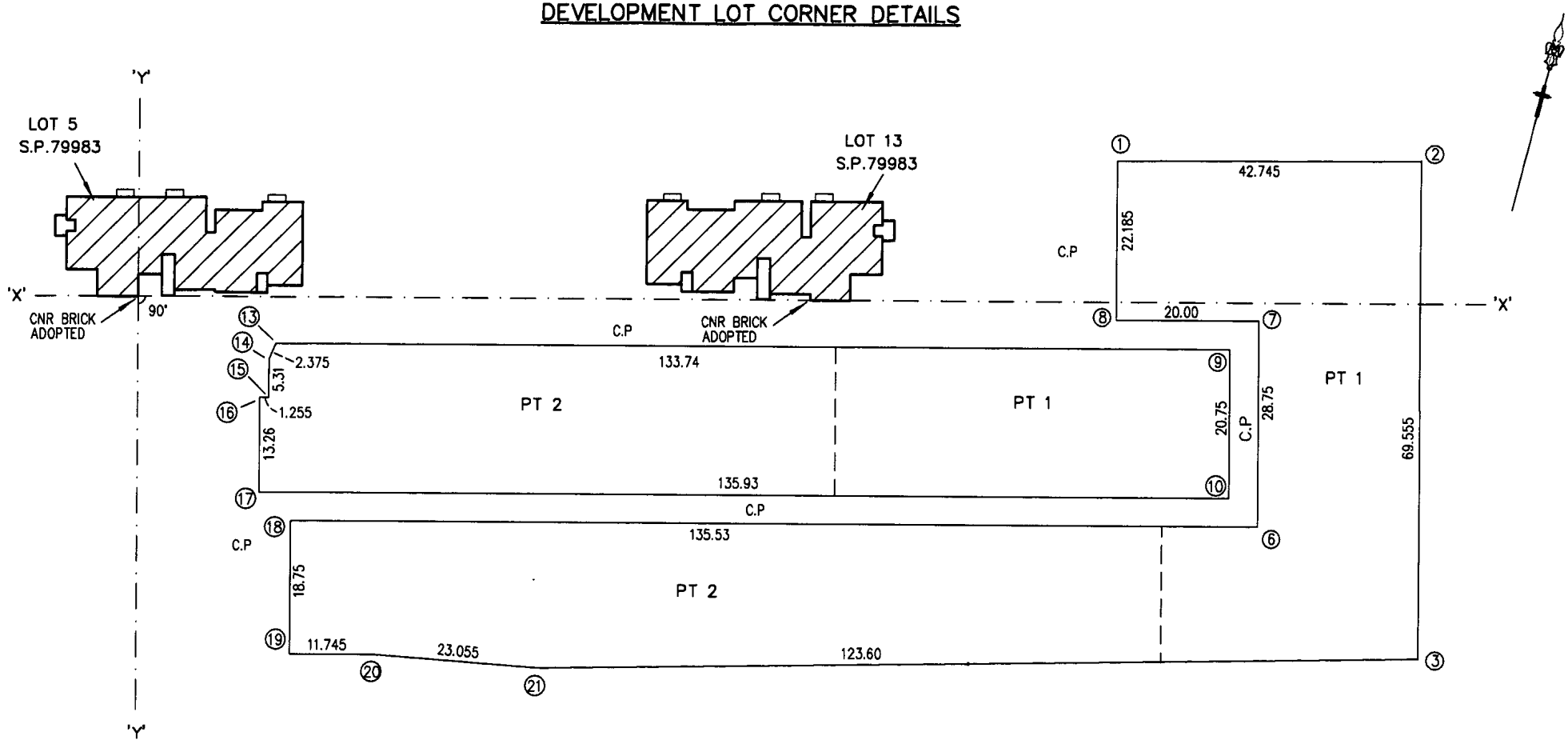
C.P. DENOTES COMMON PROPERTY
V.P DENOTES VISITOR PARKING
C.S DENOTES CAR SPACE
⌐ DENOTES 90°
M.W DENOTES MAIN WALL

Surveyor: CHRISTOPHER THOMAS NORTON Surveyor Ref: 13391 SP2 Subdivision No: LUA05/1491.04 Lengths are in metres. Reduction Ratio 1:400	Registered: 10.6.2009	SP81759

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Req:R111225 /Doc:SP 0081759 P /Rev:10-Jun-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:3 of 9
© Office of the Registrar-General /Src:TRISearch /Ref:26250

DEVELOPMENT LOT CORNER DETAILS



SCHEDULE OF DEVELOPMENT LOT CORNER OFFSETS (S.P.79983)

CORNER NO.	OFFSET TO 'X'–'X'	OFFSET TO 'Y'–'Y'	CORNER NO.	OFFSET TO 'X'–'X'	OFFSET TO 'Y'–'Y'
1	20.09	136.855	13	6.095	19.115
2	20.275	179.60	14	8.275	18.18
3	49.28	179.64	15	13.585	18.18
6	30.845	156.855	16	13.585	16.925
7	2.095	156.855	17	26.845	16.925
8	2.095	136.855	18	30.845	21.325
9	6.095	152.855	19	49.595	21.325
10	26.845	152.855	20	49.595	33.07
			21	51.34	56.06

NOTE: OFFSETS ARE SQUARE TO LINES 'X'–'X' & 'Y'–'Y'

Surveyor: CHRISTOPHER THOMAS NORTON
Surveyor Ref: 13391 SP2
Subdivision No: LUA05/1491.04
Lengths are in metres. Reduction Ratio 1:600

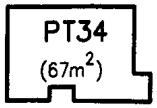
Registered: 10.6.2009

SP81759

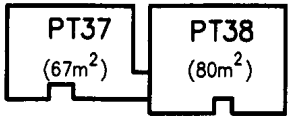
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

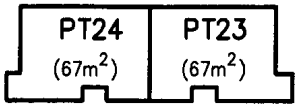
Req:R111225 /Doc:SP 0081759 P /Rev:10-Jun-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:4 of 9
© Office of the Registrar-General /Src:TRISearch /Ref:26250

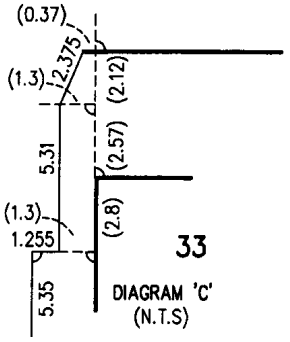


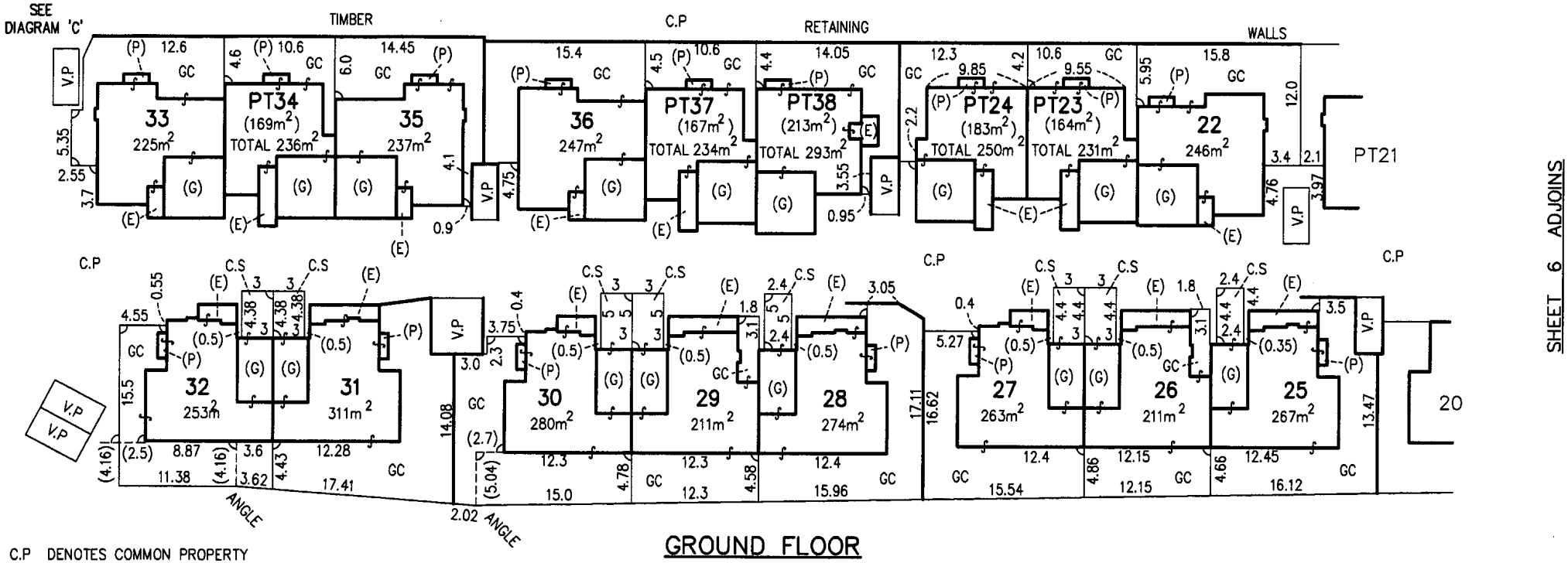


FIRST FLOOR









GROUND FLOOR

C.P DENOTES COMMON PROPERTY

V.P DENOTES VISITOR PARKING (COMMON PROPERTY)

GC DENOTES GARDEN COURTYARD LIMITED IN HEIGHT FROM 2 BELOW TO 4 ABOVE THE UPPER SURFACE OF THE MAIN GROUND FLOOR SLAB OF THE ADJACENT BUILDING EXCEPT WHERE CONCRETE PAVED OR COVERED

(E) DENOTES ENTRY LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF EXCEPT WHERE COVERED

(P) DENOTES PATIO LIMITED IN HEIGHT TO 4 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF EXCEPT WHERE COVERED

C.S DENOTES CAR SPACE LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF EXCEPT WHERE COVERED

(G) DENOTES GARAGE

⌞ DENOTES 90°

ALL AREAS ARE APPROXIMATE AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY INCLUDE GARDEN COURTYARDS, ENTRIES, PATIOS, GARAGES AND CAR SPACES WHERE SHOWN.

Surveyor: CHRISTOPHER THOMAS NORTON
Surveyor Ref: 13391 SP2
Subdivision No: LUA05/1491.04
Lengths are in metres. Reduction Ratio 1:400

Registered: 10.6.2009

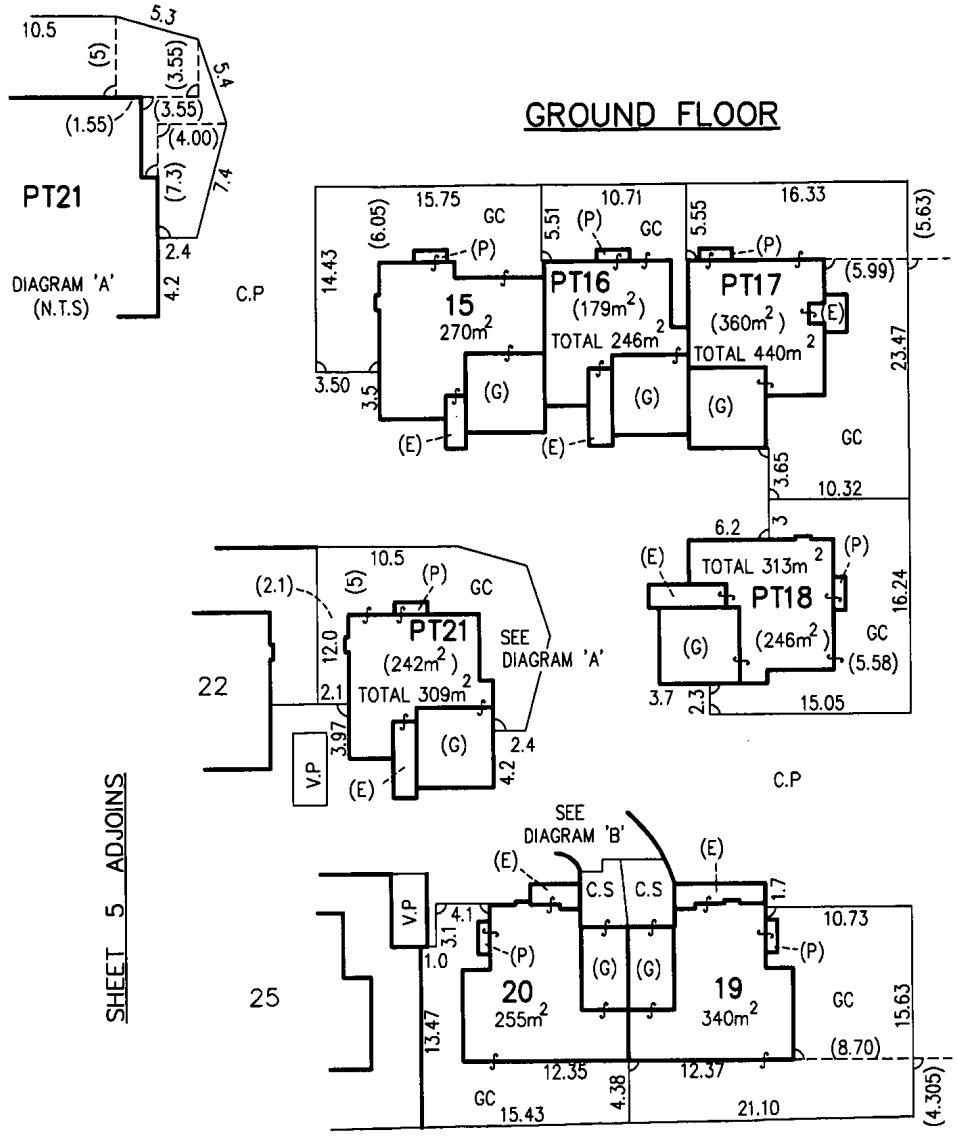
SP81759

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

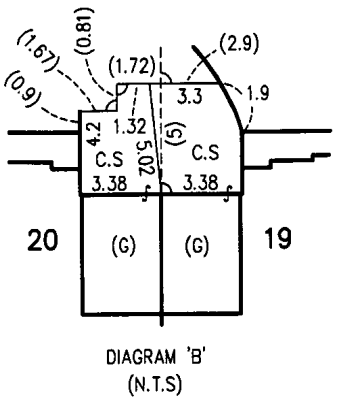
Req:R111225 /Doc:SP 0081759 P /Rev:10-Jun-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:5 of 9
© Office of the Registrar-General /Src:TRISearch /Ref:26250

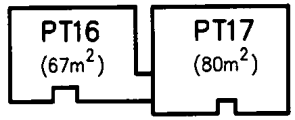
Req:R111225 /Doc:SP 0081759 P /Rev:10-Jun-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:6 of 9
© Office of the Registrar-General /Src:TRISearch /Ref:26250

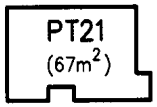
GROUND FLOOR

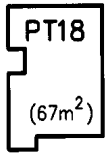


FIRST FLOOR











C.P DENOTES COMMON PROPERTY
V.P DENOTES VISITOR PARKING (COMMON PROPERTY)
GC DENOTES GARDEN COURTYARD LIMITED IN HEIGHT FROM 2 BELOW TO 4 ABOVE THE UPPER SURFACE OF THE MAIN GROUND FLOOR SLAB OF THE ADJACENT BUILDING EXCEPT WHERE CONCRETE PAVED OR COVERED
(E) DENOTES ENTRY LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF EXCEPT WHERE COVERED
(P) DENOTES PATIO LIMITED IN HEIGHT TO 4 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF EXCEPT WHERE COVERED
C.S DENOTES CAR SPACE LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF EXCEPT WHERE COVERED
(G) DENOTES GARAGE
∟ DENOTES 90°

ALL AREAS ARE APPROXIMATE AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY INCLUDE GARDEN COURTYARDS, ENTRIES, PATIOS, GARAGES AND CAR SPACES WHERE SHOWN.

Surveyor: CHRISTOPHER THOMAS NORTON
Surveyor Ref: 13391 SP2
Subdivision No: LUA05/1491.04
Lengths are in metres. Reduction Ratio 1:400

Registered: 10.6.2009

SP81759

Req:R111225 /Doc:SP 0081759 P /Rev:10-Jun-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:7 of 9
© Office of the Registrar-General /Src:TRISearch /Ref:26250 ng will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No.79983

SP81759 S

Registered: 10.6.2009

Purpose: STRATA PLAN OF SUBDIVISION

* OFFICE USE ONLY

PLAN OF

SUBDIVISION OF LOTS 1 & 2 S.P.79983

~~RESIDENTIAL — Model by-laws adopted for this scheme~~
~~*Keeping of animals: Option A/B/C~~
~~*Schedule of By-laws in ____ sheets filed with plan~~
~~*No By-laws apply~~
* strike out whichever is inapplicable

LGA: WINGECARRIBEE

Locality: MOSS VALE

Parish: BONG BONG

County: CAMDEN

Strata Certificate

* *Name of Council/* ~~Accredited Certifier~~* WINGECARRIBEE COUNCIL
being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * 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 * council/* accredited certifier is satisfied that the plan is consistent with any applicable conditions of any 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 lot/s 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 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date..... 20/3/2009

Subdivision No. LUA 05/1491.04

Accreditation No.....

Relevant Development Consent No. LUA 05/1491

Issued by... WINGECARRIBEE COUNCIL

.....
Authorised Person /~~General Manager/Accredited Certifier~~
* Complete or delete if applicable.

Surveyor's Certificate

I, CHRISTOPHER THOMAS NORTON

of NORTON SURVEY PARTNERS PTY LTD
P.O. BOX 289 ROZELLE NSW 2039

a surveyor registered under the Surveying Act, 2002, 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 encroachment an appropriate easement:
*has been created by registered + ...
~~*is to be created under section 88D of the Conveyancing Act 1919~~

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

Signature: .....

Date: 14.12.08

* Delete if inapplicable

SURVEYOR'S REFERENCE: 13391 SP2

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

Req:R111225 /Doc:SP 0081759 P /Rev:10-Jun-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:8 of 9
© Office of the Registrar-General /Src:TRISearch /Ref:26250

STRATA PLAN FORM 3 (Part 2) **WARNING: Creasing or folding will lead to rejection**

STRATA PLAN ADMINISTRATION SHEET

PLAN OF

SUBDIVISION OF LOTS 1 & 2 S.P.79983

SP81759

Registered: 10.6.2009

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: LUA05/1491-04 Date: 20/3/2009

SCHEDULE OF UNIT ENTITLEMENTS

LOT	ENTITLEMENT	LOT	ENTITLEMENT	LOT	ENTITLEMENT
3	31	15	28	27	28
4	31	16	29	28	28
5	33	17	31	29	28
6	27	18	29	30	28
7	27	19	28	31	25
8	27	20	29	32	28
9	27	21	29	33	25
10	27	22	28	34	25
11	27	23	28	35	25
12	27	24	28	36	25
13	25	25	29	37	28
14	27	26	28	38	27
				TOTAL	1000

S.P. 79983

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
(if insufficient space use additional annexure sheet)

SURVEYOR'S REFERENCE: 13391 SP2

Req:R111225 /Doc:SP 0081759 P /Rev:10-Jun-2009 /NSW LRS /Pgs:ALL /Prt:11-Nov-2026 14:04 /Seq:9 of 9
© Office of the Registrar-General /Src:TRISearch /Ref:26250 asing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

* OFFICE USE ONLY

PLAN OF

SUBDIVISION OF LOTS 1 & 2 S.P.79983

SP81759

Registered: 10.6.2009

Strata Certificate Details: Subdivision No: LUA 05/1491.04 Date: 20/3/2009

SIGNATURES AND SEALS OF PROPRIETOR & MORTGAGEE:

Executed by Tatton Park St Henri Pty Limited ACN 106 860 048 pursuant to registered Power of Attorney Book 4564 No 857 dated 31 March 2009 by Michael John Treeby who states that he has no notice of its revocation

Witness: Maureen Donaghey
1st Floor, 1 York Street
Sydney 2000

Michael John Treeby

AC233141
~~AC233141~~ +

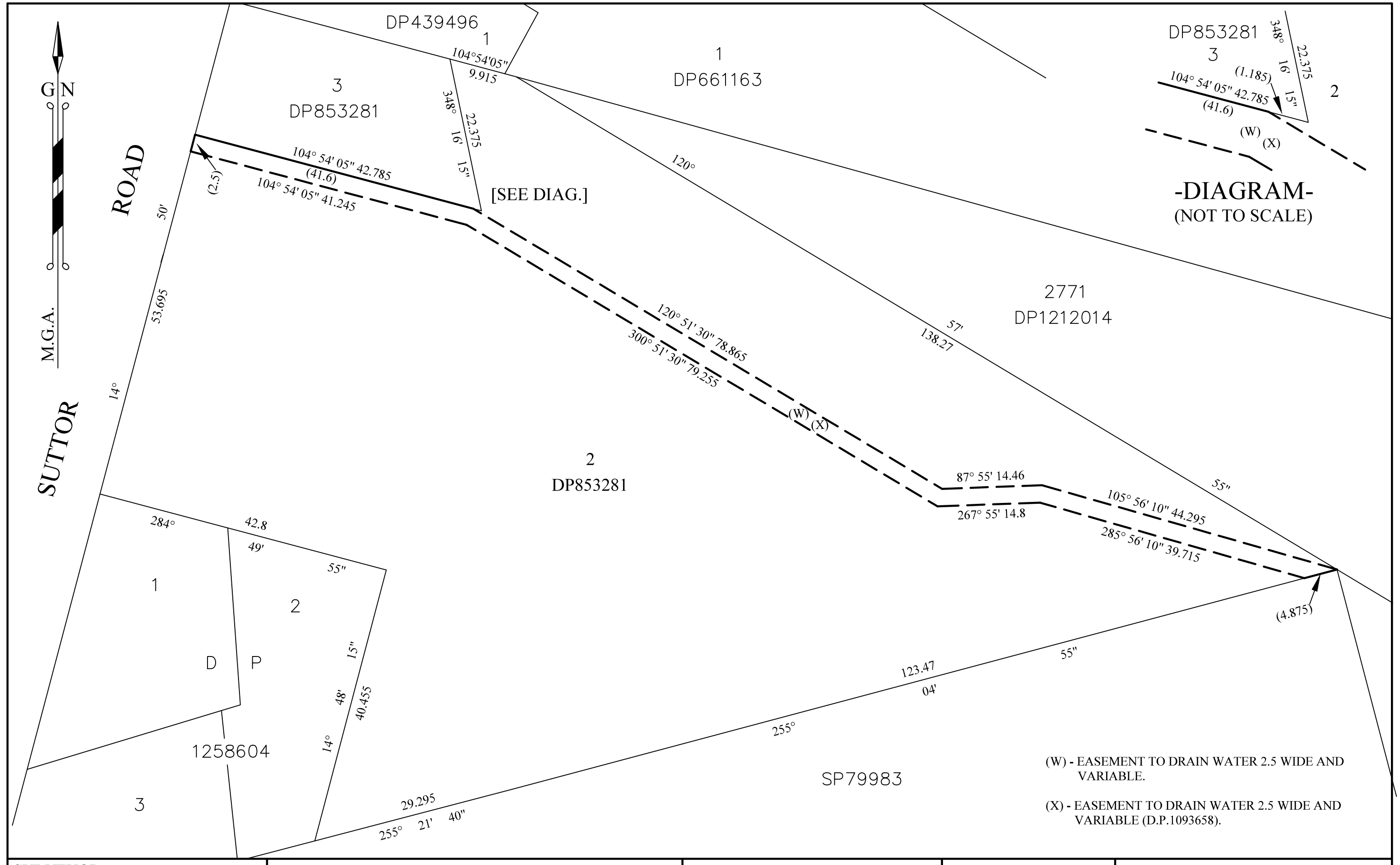
Mortgagee under Mortgage No. AB800871
Signed at Sydney this 9th day of April 2009 for National Australia Bank Limited ABN 12 004 044 937 by Amy Chu its duly appointed Attorney under Power of Attorney No. 39 Book 4512

Level 2 Attorney

Witness/Bank Officer Sefike Kinkkaya
255 George Street, Sydney NSW

SURVEYOR'S REFERENCE: 13391 SP2

PLAN FORM 1 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 1 of 1 Sheets



-DIAGRAM-
(NOT TO SCALE)

(W) - EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE.

(X) - EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE (D.P.1093658).

SURVEYOR Name: David Alan Jollie Date of Plan : 17/2/2025 Surveyor's Ref : 66054/2 2025M7100 (55) COMP	PLAN OF EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE OVER LOT 2 IN D.P.853281.	LGA: WINGECARRIBEE Locality : MOSS VALE Reduction Ratio: 1:500 Lengths in Metres	Registered 29/05/2025	DP1314372

Req:R111227 /Doc:DP 1314372 P /Rev:29-May-2025 /NSW LRS /Prt:11-Nov-2026 14:04 /Seq:1 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:26250

Req:R111227 /Doc:DP 1314372 P /Rev:29-May-2025 /NSW LRS /Prt:11-Nov-2026 14:04 /Se
© Office of the Registrar-General /Src:TRISearch /Ref:26250

Docusign Envelope ID: 699F6E5B-013B-4E3A-8382-48EF16A7AACD

PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Registered: 29/05/2025 Office Use Only

Title System: TORRENS

Office Use Only

DP1314372

PLAN OF EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE OVER LOT 2 IN D.P.853281.

LGA: WINGECARRIBEE

Locality: MOSS VALE

Parish: BONG BONG

County: CAMDEN

Survey Certificate

I, David Alan Jollie

of Masters Surveying, G07B, 35 Crown Street, Wollongong.

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on ....., or~~

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....~~
~~.....~~
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.

Datum Line: "X" – "Y"

Type: *Urban/~~*Rural~~

~~The terrain is *Level, Undulating / *Steep-Mountainous.~~

Signature: ..... Dated: 17/2/2025

Surveyor Identification No: *1378
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Registration number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

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

D.P.853281 D.P.1093658

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

Tula Bhattarai
Coordinator Development Engineering
Wingecarribee Shire Council

Surveyor's Reference: 66054/2 [2025M7100 (55) COMP]

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Req:R111227 /Doc:DP 1314372 P /Rev:29-May-2025 /NSW LRS /Prt:11-Nov-2026 14:04 /Se
© Office of the Registrar-General /Src:TRISearch /Ref:26250

Docusign Envelope ID: 699F6E5B-013B-4E3A-8382-48EF16A7AACD

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

Registered: 29/05/2025 Office Use Only

Office Use Only

DP1314372

PLAN OF EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE OVER LOT 2 IN D.P.853281.

Subdivision Certificate number: N/A

Date of Endorsement: N/A

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

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

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

1. EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE (W)
2. RESTRICTION ON THE USE OF LAND
3. POSITIVE COVENANT

Executed by **SMV PROPERTY PTY LTD** **(A.C.N. 669 462 828)** under Section 127(1) of the Corporations Act 2001 by being signed by:

Peter A. Taranto

PETER ANTHONY TARANTO
Sole Director/Secretary

Executed by **SUTTOR PROJECTS MOSS VALE PTY LTD** **(A.C.N. 669 883 434)** under Section 127(1) of the Corporations Act 2001 by being signed by:

PAUL MORETTI
Director / Secretary

STEVEN MORETTI
Director

Tula Bhattarai
Coordinator Development Engineering
Wingecarribee Shire Council

If space is insufficient use additional annexure sheet

Surveyor's Reference: 66054/2 [2025M7100 (55) COMP]

Req:R111227 /Doc:DP 1314372 P /Rev:29-May-2025 /NSW LRS /Prt:11-Nov-2026 14:04 /Se
© Office of the Registrar-General /Src:TRISearch /Ref:26250

Docusign Envelope ID: 699F6E5B-013B-4E3A-8382-48EF16A7AACD

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 3 sheet(s)

Registered: 29/05/2025 Office Use Only

Office Use Only

DP1314372

PLAN OF EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE OVER LOT 2 IN D.P.853281.

Subdivision Certificate number: N/A

Date of Endorsement: N/A

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

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

SIGNED for and on behalf of **Australian Commercial Mortgage Corporation Pty Ltd ACN 109 865 590** in accordance with Section 127(1) of *the Corporations Act* 2001:

DocuSigned by:
7A2BF59269B8426...
Signature of Director

Jenni Neumann
Print Name

12/5/2025 | 11:29 PM PDT
Date

DocuSigned by:
BC614DC2976D477...
Signature of Director/Secretary

Michael Finlayson
Print Name

12/5/2025 | 11:05 PM PDT
Date

Tula Bhattarai
Coordinator Development Engineering
Wingecarribee Shire Council

If space is insufficient use additional annexure sheet

Surveyor's Reference: 66054/2 [2025M7100 (55) COMP]

Req:R111228 /Doc:DP 1314372 B /Rev:29-May-2025 /NSW LRS /Prt:11-Nov-2026 14:04 /Seq:1 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:26250

Docusign Envelope ID: 699F6E5B-013B-4E3A-8382-48EF16A7AACD

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

Plan: DP1314372

Plan of Easement to Drain Water 2.5 Wide and Variable over Lot 2 in D.P.853281.

Full name and address of the owner of the land

SMV Property Pty Ltd of 13/74 Kembla Street, Wollongong NSW 2500.

Suttor Projects Moss Vale Pty Ltd of 38 Bellambi Street, Tarrawanna NSW 2518.

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 2.5 Wide and Variable (W)	Lot 2 D.P.853281	Lot 1 in D.P.1090933, Common Property and Lots 3 to 14 (incl.) in S.P.79983 and Lots 15 to 38 (incl.) in S.P.81759
2	Restriction on the Use of Land	Lot 2 D.P.853281	Wingecarribee Shire Council
3	Positive Covenant	Lot 2 D.P.853281	Wingecarribee Shire Council

Part 2 (Terms)

1. Terms of easement to drain water 2.5 wide and variable item 1 in the plan

Terms as set out in Part 3 of Conveyancing Act 1919 – Schedule 8.

Name of authority empowered to release, vary or modify the easement item 1 in the plan:

Wingecarribee Shire Council

2. Terms of restriction on the use of land item 2 in the plan

2.1 The registered proprietor shall not erect or suffer the erection of any dwelling house or other structure on the lot(s) hereby burdened unless the registered proprietor has first constructed or made provision for the construction of an on-site stormwater detention system on the said lot(s), in accordance with the design, construction and or provision requirements of the Wingecarribee Shire Council and to the satisfaction of Wingecarribee Shire Council.

Authorised Person
Wingecarribee Shire Council .....

Tula Bhattarai
Coordinator Development Engineering
Wingecarribee Shire Council

Req:R111228 /Doc:DP 1314372 B /Rev:29-May-2025 /NSW LRS /Prt:11-Nov-2026 14:04 /Seq:2 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:26250

Docusign Envelope ID: 699F6E5B-013B-4E3A-8382-48EF16A7AACD

Plan: DP1314372

Plan of Easement to Drain Water 2.5 Wide and Variable over Lot 2 in D.P.853281.

2.2 The expression "on-site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. Any on-site stormwater detention system constructed on the lots burdened is hereafter referred to as "the system".

2.3 No change to the shape or alteration in the structure of the Stormwater Facilities approved by the Wingecarribee Shire Council shall be made by the registered proprietors of a burdened lot without any prior consent in writing of Wingecarribee Shire Council.

Name of authority empowered to release, vary or modify restriction on the use of Land item 2 in the plan:

Wingecarribee Shire Council

3. Terms of positive covenant item 3 in the plan

3.1 The registered proprietor of the lot(s) hereby burdened will in respect of Stormwater Facilities:

3.11 Keep the Stormwater Facilities clean and free from silt, rubbish and debris;

3.12 Maintain and repair the Stormwater Facilities so that it functions in a safe, functional and efficient manner;

3.13 Not remove or make any alterations to the Stormwater Facilities or the elements thereof (including, but not limited to, the ground surface levels, grates, pits or any other drainage structure comprised in the Stormwater Facilities) without the prior consent in writing of Wingecarribee Shire Council;

3.14 Permit Wingecarribee Shire Council (or its authorised agent from time to time) upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the burdened lot for compliance with the requirements of this covenant;

3.15 Comply with the terms of any written notice issued by Wingecarribee Shire Council in respect of the requirements of this covenant within the time stated in the notice.

3.2 Pursuant to Section 88F (3) of the Conveyancing Act 1919 the Council shall have the following additional powers:-

3.2.1 In the event that the registered proprietor fails to comply with the terms of any written notice issued by Wingecarribee Shire Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work to ensure the safe, functional and efficient operation of the Stormwater Facilities which the Council in its discretion considers reasonable to comply with the said notice referred to in Part 1 (d) above. In carrying out any work pursuant to this covenant, Wingecarribee Shire Council, or its authorised agent, shall take reasonable precautions to ensure that the affected lot is disturbed as little as possible.

3.2.2 The Council may recover from the registered proprietor in a Court of competent jurisdiction:

3.2.3 Any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

Authorised Person
Wingecarribee Shire Council . . . . . .

Tula Bhattarai
Coordinator Development Engineering
Wingecarribee Shire Council

Req:R111228 /Doc:DP 1314372 B /Rev:29-May-2025 /NSW LRS /Prt:11-Nov-2026 14:04 /Seq:3 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:26250

Docusign Envelope ID: 699F6E5B-013B-4E3A-8382-48EF16A7AACD

Plan: DP1314372

Plan of Easement to Drain Water 2.5 Wide and Variable over Lot 2 in D.P.853281.

3.2.4 legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

3.3 This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

Name of authority empowered to release, vary or modify positive covenant item 3 in the plan:

Wingecarribee Shire Council

Executed by **SMV PROPERTY PTY LTD** **(A.C.N. 669 462 828)** under Section 127(1) of the Corporations Act 2001 by being signed by:

.....
PETER ANTHONY TARANTO
Sole Director/Secretary

Executed by **SUTTOR PROJECTS MOSS VALE PTY LTD** **(A.C.N. 669 883 434)** under Section 127(1) of the Corporations Act 2001 by being signed by:

.....
PAUL MORETTI
Director / Secretary

.....
STEVEN MORETTI
Director

Authorised Person
Wingecarribee Shire Council .....

Tula Bhattarai
Coordinator Development Engineering
Wingecarribee Shire Council

Req:R111228 /Doc:DP 1314372 B /Rev:29-May-2025 /NSW LRS /Prt:11-Nov-2026 14:04 /Seq:4 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:26250

Docusign Envelope ID: 699F6E5B-013B-4E3A-8382-48EF16A7AACD

Plan: DP1314372

Plan of Easement to Drain Water 2.5 Wide and Variable over Lot 2 in D.P.853281.

SIGNED for and on behalf of **Australian Commercial Mortgage Corporation Pty Ltd ACN 109 865 590** in accordance with Section 127(I) of the *Corporations Act* 2001:

DocuSigned by:
7A2BF59269B8426...
Signature of Director

DocuSigned by:
BC614DC2976D477...
Signature of Director/Secretary

Jenni Neumann
Print Name

Michael Finlayson
Print Name

12/5/2025 | 11:29 PM PDT
Date

12/5/2025 | 11:05 PM PDT
Date

Authorised Person
Wingecarribee Shire Council .....
Tula Bhattarai
Coordinator Development Engineering
Wingecarribee Shire Council

Req:R111228 /Doc:DP 1314372 B /Rev:29-May-2025 /NSW LRS /Prt:11-Nov-2026 14:04 /Seq:5 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:26250

Docusign Envelope ID: 699F6E5B-013B-4E3A-8382-48EF16A7AACD

Plan: DP1314372

Plan of Easement to Drain Water 2.5 Wide and Variable over Lot 2 in D.P.853281.

Wingecarribee Shire Council by its authorised delegate pursuant to Section 378 of the Local Government Act 1993.

.....
Signature of witness:

.....
Signature of authorised officer:

MURAD AHAMED
Name of witness:

TULA BHATTARAI
Name of authorised officer:

68 ELIZABETH ST, MOSS VALE, NSW - 2577
Address of witness:

COORDINATOR DEVELOPMENT ENGINEERING
Position of authorised officer

Tula Bhattarai
Coordinator Development Engineering
Wingecarribee Shire Council

REGISTERED: 29/05/2025

Planning Certificate

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

To:	AGR CONVEYANCING PTY LTD 170 MORALA AVENUE RUNAWAY BAY QLD 4216	**Your Ref:** **Fees Paid:** **Receipt Number:** **Certificate Date:**	26250 $ 74.00 -46876629 11 November 2026

Certificate Number:	S10.727/1143
This certificate relates to:	29/3 SUTTOR ROAD MOSS VALE NSW 2577
Legal Description:	Lot 36 S/P 81759
Property No:	1768140
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.

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

Note: State Environmental Planning Policies are available from the NSW Legislation website at legislation.nsw.gov.au.

Local Environmental Plans

Wingecarribee Local Environmental Plan 2010

Note: The Wingecarribee Local Environmental Plan 2010 is available from the NSW Legislation website at legislation.nsw.gov.au/view/html/inforce/current/epi-2010-0245.

Development Control Plans

Moss Vale Town Development Control Plan

Note: Wingecarribee Development Control Plans (DCPs) are available from Council's website at www.wsc.nsw.gov.au/Plan-and-Build/Development-Control-Plans.

(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 (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: Complying development for farm buildings, rural sheds and earthworks—proposed amendments to *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* to ensure the development standards are fit for purpose and consider amenity and environmental impacts (May 2024).

Explanation of Intended Effect: proposed new Climate Change and Natural Hazards State Environmental Planning Policy to introduce a clear, consistent framework for tackling current and future risks, including climate change and natural hazards (February 2026). The new SEPP is intended to replace the existing *State Environmental Planning Policy (Resilience and Hazards) 2021* (February 2026).

Explanation of Intended Effect: Variations and changes to complying development—proposed amendments to *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* to allow variations to certain complying development standards and amend existing development standards (May 2026).

Explanation of Intended Effect: Vibrant Precincts State Environmental Planning Policy to support events and activities in a variety of local, state and global entertainment precincts (June 2026).

Explanation of Intended Effect: Centre-Based Child Care Facilities—proposed amendments to *State Environmental Planning Policy (Transport and Infrastructure) 2021* and *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* to reform assessment of early learning services (July 2026).

Explanation of Intended Effect: Industrial Lands Planning Changes—proposed amendments to *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* to improve on the flexibility and take-up of exempt and complying development pathways for industrial development.

Draft Local Environmental Plans or Planning Proposals

Note: Current and past publicly exhibited planning proposals can be accessed via Planning Proposals Online at www.planningportal.nsw.gov.au/ppr.

SHIRE WIDE

Planning Proposal (ref. PP-2024-2040) to amend the *Wingecarribee Local Environmental Plan 2010* to add new heritage items and new heritage conservation areas as recommended by the Wingecarribee Community Heritage Study 2021-23 (adopted by Council 7 August 2024).

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

Draft Wingecarribee Development Control Plan 2026

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 R3 Medium Density Residential

1 Objectives of zone

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

2 Permitted without consent

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

3 Permitted with consent

Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Group homes; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Backpackers' accommodation; Camping grounds; Car parks; Caravan parks; Cemeteries; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Function centres; Funeral homes; Heavy industrial storage establishments; Home occupations (sex services); Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Industries; Mortuaries; Open cut mining; Passenger transport facilities; Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

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)

Nil

(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 NOT 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 NOT 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 NOT 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:

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

Section 7.12 Local Infrastructure Contributions Plan 2025

Note: One or more planning agreements may apply to the land. Applicants should refer to Council's Planning Agreements Register, available on Council's website at /www.wsc.nsw.gov.au/Plan-and-Build/Development-Support/Developer-Contributions-Servicing-Plans, for further information.

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.

Note: The Inland Code does not apply in Wingecarribee Shire.

Housing Code

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

There ARE variations to the Housing Code as per clause 1.12 and Schedule 3 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (Codes SEPP) that apply to ALL LAND in the Wingecarribee Shire. The following Housing Code clauses are varied by Schedule 3 of the Codes SEPP for Wingecarribee:

- Clause 3.10(3)—Primary road setbacks for certain large lots
- Clause 3.10(4)—Side setbacks for lots 4,000m^2 and greater
- Clause 3.13(1)—Minimum landscaped area for large lots.

Rural Housing Code

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

Low Rise Housing Diversity Code

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

Pattern Book Development Code

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

Greenfield Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

Agritourism and Farm Stay Accommodation Code

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

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

Nil

5. EXEMPT DEVELOPMENT

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
(a) a restriction applies to the land, but it may not apply to all of the land, and
(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

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*.

Outstanding biodiversity value 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 *Biodiversity Conservation Act 2016.*	NO
Critical habitat of endangered species, populations and ecological communities 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 *Fisheries Management Act 1994.*	NO
State Heritage Register and interim heritage orders 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 *Heritage Act 1977*, or that is subject to an interim heritage order under the Act.	NO
Wilderness area 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 *Wilderness Act 1987*).	NO
Exempt development excluded areas 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 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.	NO

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 between the flood planning area and the probable maximum flood.

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

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

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

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

(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.

NONE 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*.

Note: New bush fire mapping for Wingecarribee Shire was certified by the Commissioner of the NSW Rural Fire Service (RFS) on 15 July 2025. The new bush fire prone land map can be viewed on Council's website or on the NSW Planning Portal Spatial Viewer. Further information about development on bush fire prone land can be obtained from the NSW RFS website.

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 within a declared mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

Note: If the development involves the alteration or erection of improvements on land in a mine subsidence district, prior approval of the Mine Subsidence Board is required.

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 IN 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 IN 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.

24. SPECIAL ENTERTAINMENT PRECINCTS

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

The land or part of the land IS NOT within a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

25. INTERIM DEVELOMENT IN FUTURE INFRASTRUCTURE CORRIDORS

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

NOT APPLICABLE IN WINGECARRIBEE SHIRE.

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 within the meaning of the *Contaminated Land Management Act 1997* as at the date 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 the *Contaminated Land Management Act 1997* as at the date 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 the *Contaminated Land Management Act 1997* as at the date 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 subject to an ongoing maintenance order within the meaning of the *Contaminated Land Management Act 1997* as at the date 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 the *Contaminated Land Management Act 1997* at any time.

END OF CERTIFICATE

Strategic Outcomes

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

Lisa Miscamble
GENERAL MANAGER

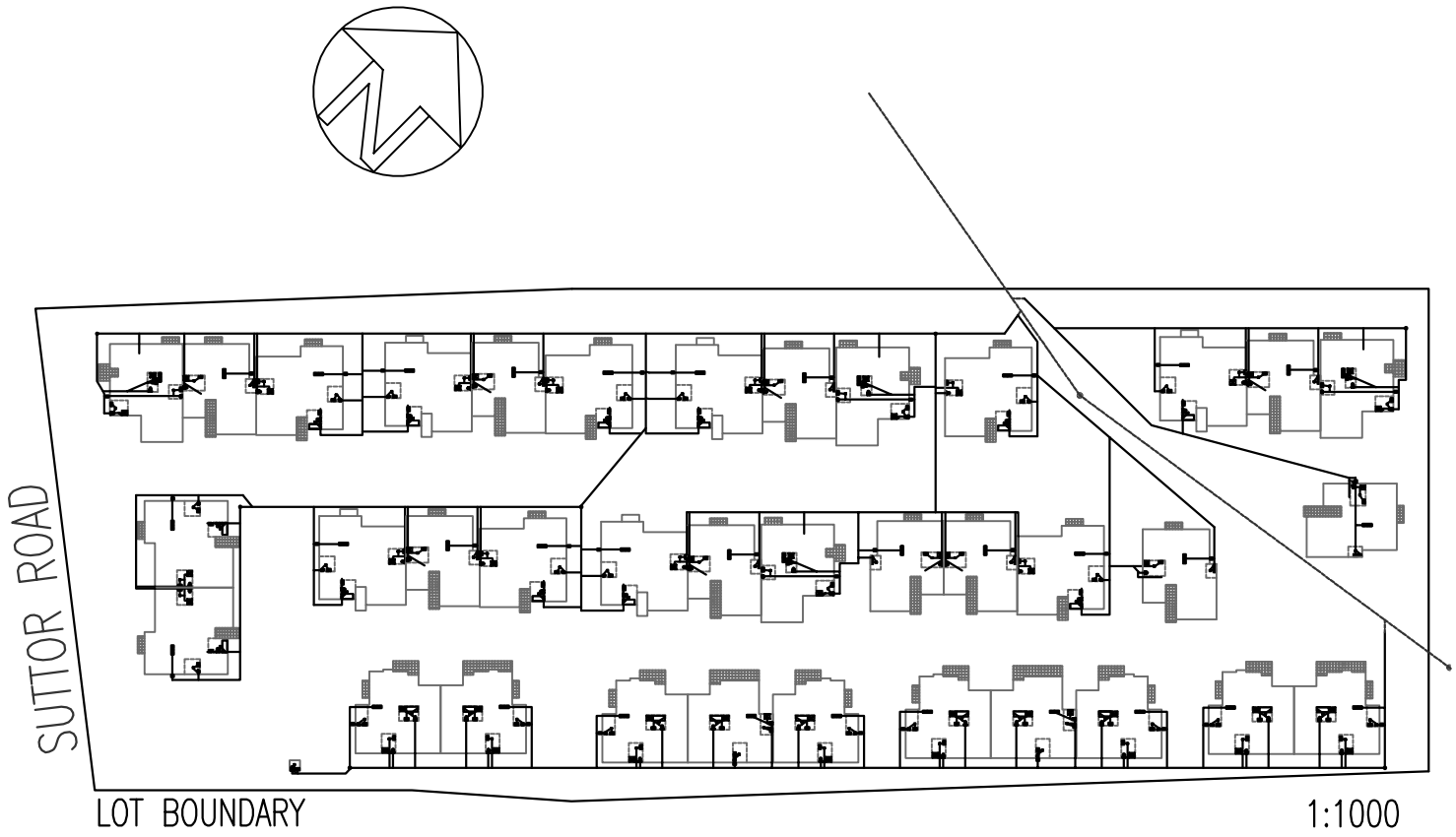
WINGECARRIBEE SHIRE COUNCIL

DIAGRAM OF SANITARY DRAINAGE

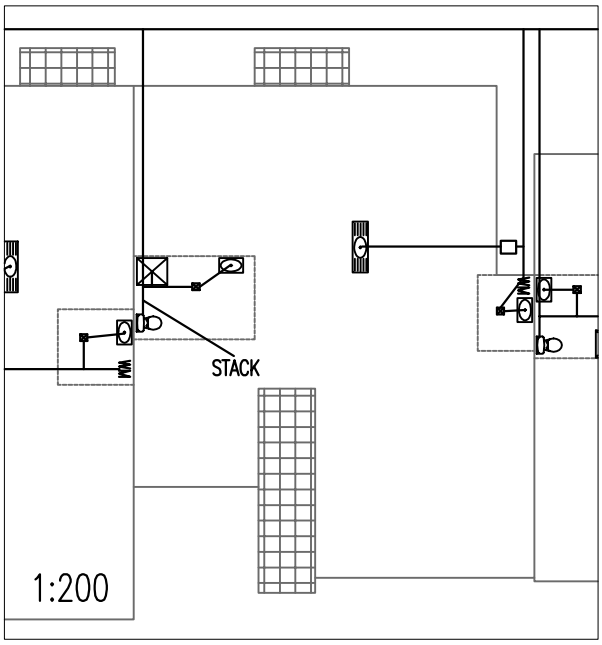
DRAINAGE DIAGRAM NO W04635-2,5,8,12,14,16,21,23,27,32 TYPE B
FILE NO LUA 05/1491 SP 79983 STREET NO
STREET SUTTOR ROAD
LOCALITY MOSS VALE
PLUMBER G LEWIS LICENCE NO 2219
DATE 1 AUGUST, 2008
SCALE NOT TO SCALE DRAWN BY CHRIS MURPHY

LEGEND

- Riser / Boundary Trap
- Surcharge Gully
- Inspection Opening
- V Vent Pipe
- Laundry Tub
- Kitchen Sink
- Water Closet / Bidet
- Bath Waste
- Handbasin
- Shower
- Floor Waste



SITE DIAGRAM OF TYPE B DRAINAGE LAYOUT
FOR UNITS 2,5,8,12,14,16,21,23,27 AND 32
ALL INTERNAL AND EXTERNAL DRAINAGE WORK
SHOWN AND STACK WORK – ABOVE DIAGRAM
SHOWS CONNECTING LINE TO SEWER





WINGECARRIBEE SHIRE COUNCIL

11.5 0 5.74 11.5

Meters

Wingecarribee Shire Council

Any information (numerical or otherwise), representation, statement, opinion or advice expressed or implied in this publication is made in good faith but on the basis that the council of the shire of Wingecarribee, its agents and its employees are not liable (whether by reason of negligence, lack of care or otherwise) to any person for any damage or loss whatsoever which has occured or may occur in relation to that person taking or not taking (as the case may be) action in respect of any information, representation, statement, or advice referred to above.
Copyright © Wingecarribee Shire Council, Copyright © Land and Property Information (LPI) 2017

Australian Government
Australian Taxation Office

MS BARBRA P CURTIS
C/- GILLIAN RENDALL
170 MORALA AVENUE
RUNAWAY BAY QLD 4216

Our reference: 7176437833458
Phone: **13 28 66**

11 November 2026

Your Clearance certificate for Australian Residents – foreign resident capital gains withholding

› Purchasers are not required to withhold and pay foreign resident capital gains withholding (FRCGW)
› Provide a copy of this letter to the purchaser and keep a copy for your records

Dear BARBRA,

We have decided that purchasers aren't required to withhold and pay FRCGW. Your clearance certificate is below:

Notice number	2411294808040
Vendor name	BARBRA PERRIE CURTIS Clearance certificates are issued in the legal name on our system. If the vendor's name has changed, update the vendor's name on our system **before** applying. There are limited circumstances where this may not be required. For more information search **QC 103607** on ato.gov.au
Clearance Certificate Period	11 November 2026 to 11 November 2027 Clearance certificates are valid for 12 months from their date of issue.

The purchaser may rely on the clearance certificate as long as:

› the date it's made available to the purchaser is within the period stated on the certificate, and
› the certificate period covers some of the time the transaction is in effect. The transaction is in effect from the contract date through until the settlement date.

Need help?

If you have any questions, you can phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.

For more information

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

For information about our commitments to you and what we ask of you, go to ato.gov.au/atocharter

To get your clearance certificate online, you can:

› log in to **myGov**, go to **ATO online services**
› **My profile** menu go to **Communication**
› then **History**.

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Need help using our services?

We can support you in different ways:

› **In different languages** – call the Translating and Interpreting Service on **13 14 50** from 8:00 am to 6:00 pm, Monday to Friday to speak with us.
› **First Nations support** – call our Indigenous Helpline on **13 10 30** for help with tax and super.
› **If you are deaf, hard of hearing or have a speech communication difficulty** – use the National Relay Service at accesshub.gov.au and provide the ATO phone number you want to call.

To find out more about these services, visit ato.gov.au/accessibility

Yours sincerely,
Ben Kelly
Deputy Commissioner of Taxation

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (*Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

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

© 2023 Copyright of HWL Ebsworth Lawyers which has approved this page and the following 3 pages. Unauthorised reproduction in whole or in part is an infringement of copyright.

(d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.

(g) Has any work been carried out by the vendor on the Property or the common property? If so:
  (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  (ii) does the vendor have any continuing obligations in relation to the common property affected?

(h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

16. Is the vendor aware of any proposals to:
(a) resume the whole or any part of the Property or the common property?
(b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
(c) deal with, acquire, transfer, lease or dedicate any of the common property?
(d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
(e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
(f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
(g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

17.
(a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?

18. In relation to any swimming pool on the Property or the common property:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.
(a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
(b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

Affectations, notices and claims

20. In respect of the Property and the common property:
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
(b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any rights appurtenant to them?
(c) Is the vendor aware of:
  (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
  (iii) any latent defects in them?
(d) Has the vendor any notice or knowledge of them being affected by the following:
  (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

(ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?

(iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.

(iv) any realignment or proposed realignment of any road adjoining them?

(v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?

(e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

21.

(a) If a licence benefits the Property please provide a copy and indicate:

(i) whether there are any existing breaches by any party to it;

(ii) whether there are any matters in dispute; and

(ii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:

(i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;

(ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.

23. Are there any mediations currently being conducted by the Commissioner for Fair Trading, Department of Customer Service in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.

24. Are there any:

(a) orders of the Tribunal;

(b) notices of or investigations by the Owners Corporation;

(c) notices or orders issued by any Court; or

(d) notices or orders issued by the Council or any public authority or water authority,

affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.

25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.

26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?

27. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:

(a) a collective sale of the strata scheme; or

(b) a redevelopment of the strata scheme (including a strata renewal proposal)?

If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?

29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?

30. If the Property includes a utility lot, please specify the restrictions.

31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?

32. Has an appointment of a strata managing agent and/or a building manager been made? If so:

(a) who has been appointed to each role;

(b) when does the term or each appointment expire; and

(c) what functions have been delegated to the strata managing agent and/or the building manager.

33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.

34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.

35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.

36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?

37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.

38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
40. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
    (a) insurances;
    (b) fire safety;
    (c) occupational health and safety;
    (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
    (e) the preparation and review of the 10 year plan for the capital works fund; and
    (f) repair and maintenance.
42. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

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

Off the plan contract

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