

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

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

buyer's agent

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

**SIGNING PAGE**

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

**Choices**Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)☒ NO ☐ yes

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

(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):

## List of Documents

| General  | Strata or community title (clause 23 of the contract)  |
|--|--|
| <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to the off the plan contract</li> </ul> |
| <b>Home Building Act 1989</b>  |  |
| <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul>  |  |
| <b>Swimming Pools Act 1992</b>   |  |
| <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>  | <b>Other</b><br><input type="checkbox"/> 60  |

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

|                               |   |
|-------------------------------|---|
| <i>adjustment date</i>        | the earlier of the giving of possession to the purchaser or completion;   |
| <i>adjustment figures</i>     | details of the adjustments to be made to the price under clause 14;   |
| <i>authorised Subscriber</i>  | a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;  |
| <i>bank</i>                   | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;  |
| <i>business day</i>           | any day except a bank or public holiday throughout NSW or a Saturday or Sunday;   |
| <i>cheque</i>                 | a cheque that is not postdated or stale;  |
| <i>clearance certificate</i>  | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;   |
| <i>completion time</i>        | the time of day at which completion is to occur;  |
| <i>conveyancing rules</i>     | the rules made under s12E of the Real Property Act 1900;  |
| <i>deposit-bond</i>           | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>   |
| <i>depositholder</i>          | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);  |
| <i>discharging mortgagee</i>  | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i>      | document relevant to the title or the passing of title;   |
| <i>ECNL</i>                   | the Electronic Conveyancing National Law (NSW);   |
| <i>electronic document</i>    | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronic transfer</i>    | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>FRCGW percentage</i>       | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);   |
| <i>FRCGW remittance</i>       | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;                         |
| <i>GST Act</i>                | A New Tax System (Goods and Services Tax) Act 1999;   |
| <i>GST rate</i>               | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);  |
| <i>GSTRW payment</i>          | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );  |
| <i>GSTRW rate</i>             | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);  |
| <i>incoming mortgagee</i>     | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>legislation</i>            | an Act or a by-law, ordinance, regulation or rule made under an Act;  |
| <i>manual transaction</i>     | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;  |
| <i>normally</i>               | subject to any other provision of this contract;  |
| <i>participation rules</i>    | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>party</i>                  | each of the vendor and the purchaser;   |
| <i>property</i>               | the land, the improvements, all fixtures and the inclusions, but not the exclusions;  |
| <i>planning agreement</i>     | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;  |
| <i>populate</i>               | to complete data fields in the <i>Electronic Workspace</i> ;  |



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

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

## **2 Deposit and other payments before completion**

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

## **3 Deposit-bond**

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

1 DUTTON PL WEE JASPER NSW 2582

THESE ARE THE SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE OF LAND (NSW)

**33. Agent**

The Purchaser warrants that they were not introduced to the property or to the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent, if any, specified in the Contract) and the Purchaser shall indemnify the Vendor, to the intent that this indemnity shall not merge or be extinguished on completion of this Contract, against any claim for commission by any real estate agent or other person arising out of any such introduction of the Purchaser and against all claims and expenses of and incidental to the defense and determination of any such claim made against the Vendor.

**34. Amendments to Printed Conditions**

This Contract shall be amended as follows:

- (a) Clause 5.2.3 by deleting the words "within a reasonable time" and inserting the words "within 21 days after the date of this Contract";
- (b) Clauses 10.1.8 and 10.1.9 - by omitting "substance" and "disclosed" and substituting "existence" and "noted" respectively; and
- (c) Clauses 16.5 deleted in its entirety.

**35. Notice to Complete**

Notwithstanding any rule of law or equity to the contrary, it is expressly agreed between the Vendor and the Purchaser that any notice to complete given by either party to the other party under this Contract shall be sufficient as to time if a period of 10 calendar days from the date of service of the Notice is allowed for completion.

**36. State of Repair**

The Purchaser acknowledges that they accept the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 as to which the Purchaser shall not make any requisition, objection or claim for compensation nor be entitled to rescind or terminate this Contract.

**37. Existing Services**

Notwithstanding anything hereinbefore contained the Purchaser shall take title subject to the existing water, sewerage, drainage, gas, electricity and other installations and services and shall not make any objection thereto on the grounds that any connection passes through any other property or that any connection to any other property passes through the property hereby sold. Furthermore should any water or sewerage main or any underground or surface stormwater pipe pass through, over or under (or should any sewer, manhole or vent be on) the property hereby sold, the Purchaser shall not make any objection thereto or make any requisitions or claim for compensation in respect thereof.

**38. Death or Liquidation**

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party (and if more than one person comprises that first party then any one of them) prior to completion:

- (a) die or become mentally ill, then the other party may rescind this Contract by notice in writing to the first party's Solicitor and thereupon this Contract shall be at an end and the provisions of clause 19 shall apply; or
- (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company have a petition for its winding up presented or enter into any scheme of arrangement with its creditors or have a liquidator receiver or official manager of it appointed, then the first party shall be in default under this Contract Clause 19 will apply.

**39. Stamp Duty**

The Purchaser shall pay all stamp duties (including penalties and fines) which are payable in connection with this Contract and shall indemnify the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Commissioner for Stamp Duties in relation to those duties. This condition shall not merge or be extinguished on completion of this Contract.

**40. Interest**

40.1 If this Contract is not completed by the completion date, then in addition to any other right that the Vendor may have under this Contract or otherwise the Purchaser shall on completion of this Contract:

- (a) pay to the Vendor interest on the balance of the purchase price and any other monies payable by the Purchaser to the Vendor under this Contract;
- (b) the rate of interest is 10% per annum calculated from and including the completion date up to the date on which completion actually occurs on daily rests;
- (c) the obligation of the Purchaser to pay interest to the Vendor is an essential term of this Contract; and
- (d) if completion of this Contract is delayed solely as a result of the Vendor default interest is not to be charged for the period during which completion was delayed solely for this reason.

40.2 Clause 15 is amended by adding "if the Purchaser does not complete the Contract by the completion date then the Purchaser shall pay to the Vendor on the date of completion of the Contract an additional sum of \$330.00 inclusive of GST".

**41. Inclusions - State of Repair**

The Purchaser must accept the property in its present condition and state of repair. The Vendor is not liable for any loss (other than loss due to the act or default of the Vendor), in respect of the property after the Date of this Contract.

#### 42. Deposit by Instalments

The Vendor agrees to accept the Deposit in three instalments as follows:

- (a) \$1,000.00 on the Contact Date by electronic funds transfer (**First Instalment**);
- (b) The balance of 5% of the Deposit within 5 calendar days of the contract date (**Second Instalment**);
- (c) The balance of the 10% Deposit on or before the due date for Completion (**Third Instalment**),  
with time being of the essence in respect to the First, Second and Third Instalments.

#### 43. Auction

The Property is sold at auction subject to the following conditions:

- (d) the Auctioneer may make 1 bid for the Vendor of the Property at any time during the Auction.
- (e) each person bidding must be entered on the Bidder's Record.
- (f) the Auctioneer may refuse any bid.
- (g) the Auctioneer may decide the amount by which the bidding is to be advanced.
- (h) the Auctioneer may withdraw the Property from sale at any time.
- (i) the Auctioneer may refer a bid to the Vendor at any time before the end of the Auction.
- (j) if there is a dispute about a bid, the Auctioneer may resubmit the Property for sale at the last undisputed bid or start the bidding again.
- (k) if there is a dispute about a bid, the Auctioneer is the sole arbiter and the Auctioneer's decision is final.
- (l) the sale is subject to a reserve price unless the Auctioneer announces otherwise.
- (m) the highest recorded bidder will be the Purchaser, subject to any reserve price.
- (n) if a reserve price has been set for the Property and the property is passed in below the reserve price, the Vendor must first negotiate with the highest bidder for the purchase of the Property.
- (o) the Purchaser must sign this Contract and pay the Deposit immediately after the fall of the hammer.

If the Property is not sold at auction, the above conditions do not apply.



## **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.



LAND  
REGISTRY  
SERVICES

## Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/626081

-----

| SEARCH DATE | TIME     | EDITION NO | DATE      |
|-------------|----------|------------|-----------|
| -----       | ----     | -----      | ----      |
| 14/2/2023   | 11:52 AM | 1          | 17/3/2022 |

LAND

-----

LOT 1 IN DEPOSITED PLAN 626081  
AT WEE JASPER  
LOCAL GOVERNMENT AREA YASS VALLEY  
PARISH OF WEST GOODRADIGBEE COUNTY OF BUCCLEUCH  
TITLE DIAGRAM DP626081

FIRST SCHEDULE

-----

ZHIHONG WANG  
DARREN MICHAEL CARDEN  
AS JOINT TENANTS (T AR968459)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)  
2 S614328 COVENANT  
3 V334792 COVENANT

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

213184

PRINTED ON 14/2/2023

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

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Received: 14/02/2023 11:52:46

STAMP DUTY

**TRANSFER**  
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900  
(See Instructions for Completion on back of form)

S614328

EW SOUTH

OFFICE USE ONLY

|        |   |
|--------|---|
| 2 of 2 | 8 |
| 21     | C |

DESCRIPTION  
OF LAND  
Note (a)

| LAND being transferred  |   |            |
|-------------------------|---|------------|
| Torrens Title Reference | If Part Only, Delete Whole and Give Details | Location   |
| Volume 13512 Folio 181  | WHOLE                                       | Wee Jasper |

TENEMENTS  
PANEL

Note (b)  
This panel also to be  
completed for  
covenants by transferor

| Servient Tenement (Land burdened by easement) |                         | Dominant Tenement (Land benefited by easement) |                         |
|---|-------------------------|--|-------------------------|
| Torrens Title Reference                       | Torrens Title Reference | Torrens Title Reference                        | Torrens Title Reference |
| Volume 13512 Folio 181                        |                         |  |                         |

TRANSFEROR  
Note (c)

|                                    |                      |
|------------------------------------|----------------------|
| IAN CATHLES of Wee Jasper, Grazier | OFFICE USE ONLY<br>N |
|------------------------------------|----------------------|

Note (d)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 8,400.00  
and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE  
Note (c)

|  |                       |
|--|-----------------------|
| DELWYN PRICE of 1 Cataract Street Kaleen in the Australian Capital Territory | OFFICE USE ONLY<br>S. |
|--|-----------------------|

TENANCY  
Note (e)

as joint tenants/tenants in common

PRIOR  
ENCUMBRANCES  
Note (f)

subject to the following PRIOR ENCUMBRANCES 1. ....  
2. .... 3. ....

Note (g)

AND the TRANSFEROR -  
(i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto  
(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

Note (g)

AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE OF TRANSFER 10<sup>th</sup> July 1981

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION  
Note (h)

Signed in my presence by the Transferor who is personally known to me.

*Elsie E Flynn*  
Signature of Witness  
ELSI EILEEN FLYNN  
Name of Witness (BLOCK LETTERS)  
40 P.O. Wee Jasper, Machinist  
Address and occupation of Witness

*S. Cathles*  
Signature of Transferor

Note (h)

Signed in my presence by the Transferee who is personally known to me.

*Rudi Vandenberg*  
Signature of Witness  
RUDI VANDENBERG  
Name of Witness (BLOCK LETTERS)  
21 ROVERAY ST ANSWRE ACT SOLICITOR  
Address and occupation of Witness

*D. Price*  
Signature of Transferee

TO BE COMPLETED  
BY LODGING PARTY  
Notes (i) and (j)

|  |                               |  |          |
|--|-------------------------------|--|----------|
| LODGED BY<br><b>GALLOWAY &amp; CO.</b><br>LAW STATIONERS<br>92 PITT STREET, SYDNEY<br>PHONE 233-1011<br>DX 340 SYDNEY<br>20A |                               | LOCATION OF DOCUMENTS<br>CT / OTHER<br>Herewith. <i>a</i><br>In R.G.O. with .....<br>Produced by .....<br>① CT 10.8.81 |          |
| Extra Fee  | Checked by<br><i>RJS</i><br>4 | REGISTERED<br>5-8-1981<br><i>Skinner</i><br>Registrar General  | ON CV LP |

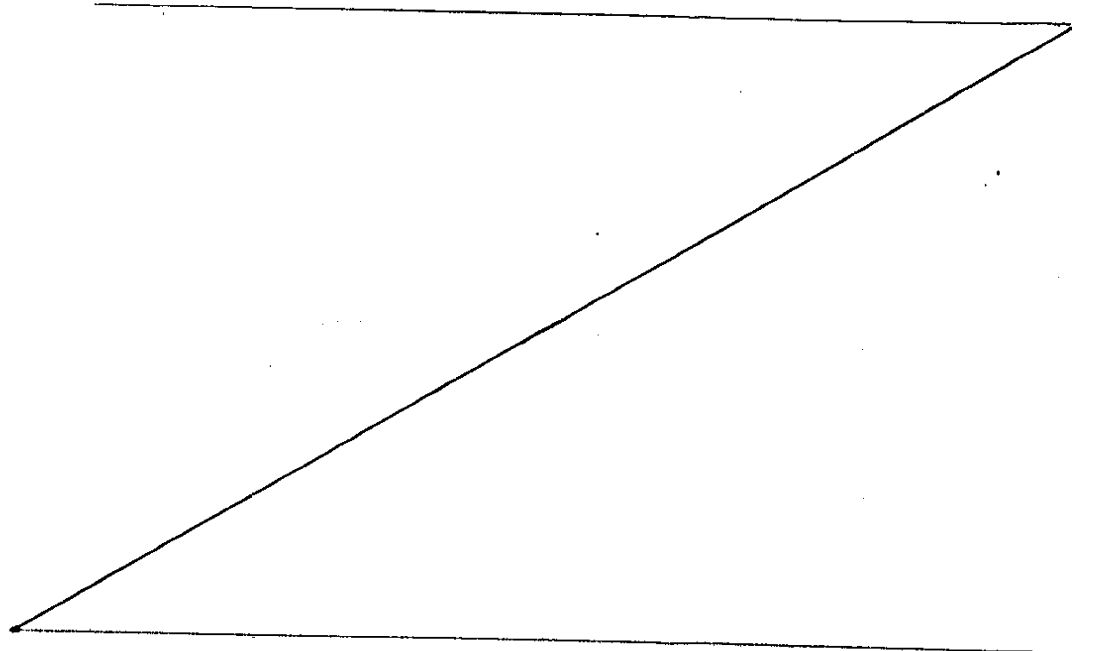
OFFICE USE ONLY

SCHEDULE THREE HEREBEFORE REFERRED TO

Notes (n) and (l)

The Transferee hereby covenants with

1. The Transferee for herself her executors administrators and assigns covenants with the Transferor his executors administrators and assigns that for the benefit of any adjoining land owned by the Transferor but only during the ownership thereof by the Transferor his executors administrators and assigns other than purchasers on sale no fence will be erected on the land hereby transferred to divide the same from such adjoining land without the consent of the Transferor but such consent will not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee such consent will be deemed to have been given in respect of every such fence for the time being erected.
2. The land to which the benefit of this covenant is appurtenant is lots 1,2,3,7,8,10, ~~lots~~ 12,13, 14, 15 in Deposited Plan No. 255410. The land subject to the burden of this covenant is the land hereby transferred. The person or persons having the right to release vary or modify this covenant is the Transferor or such other person or persons company or companies nominated by him for that purpose.



SIGNED in my presence by the Transferee  
who is personally known to me:

R.H. Vandenberg  
Solicitor  
21 Foveaux Street  
AINSLIE A.C.T.

RP 13A

### INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

**(a) Description of land.**

(i) **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 135/SP12345 or Vol. 8514 Fol. 126.  
(ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Real Property Act, 1919.

(iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Rous.

(b) **Tenement panel.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 8514 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

(c) Show the full name, address and occupation or description.

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

**(h) Execution.**

**GENERALLY**

(i) Should there be insufficient space for execution of this dealing, use an annexure sheet.

(ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer; each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

**ATTORNEY**

(iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. . . . and I declare that I have no notice of the revocation of the said power of attorney".

**AUTHORITY**

(iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

**CORPORATION**

(v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(j) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, p/bt for probate, L/A for letters of administration, &c.

(k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.

(l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.

(m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

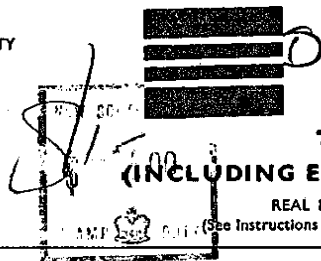
(n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

**OFFICE USE ONLY**

| DIRECTION: PROP                               |   | FIRST SCHEDULE DIRECTIONS |                   |                       |                          |
|---|---|---------------------------|-------------------|-----------------------|--------------------------|
| No. OF NAMES:                                 |   |                           |                   |                       |                          |
| (A)   | FOLIO IDENTIFIER  | (B) No.                   | (C) SHARE         | (D) I                 | (E) NAME AND DESCRIPTION |
|   |   |                           |                   |                       |                          |
| <b>SECOND SCHEDULE &amp; OTHER DIRECTIONS</b> |   |                           |                   |                       |                          |
| (F)   | FOLIO IDENTIFIER<br>(OR RECD. DEALING & FOLIO IDENTIFIER) | (G) DIRECTION             | (H) NOTFN<br>TYPE | (I) DEALING<br>NUMBER | (K) DETAILS              |
|   |   |                           |                   |                       |                          |

RP 13A

STAMP DUTY



25 SEP 1984



V334792

**TRANSFER**

**(INCLUDING EASEMENT/COVENANTS)**

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

|       |   |   |   |
|-------|---|---|---|
| B     | 1 | 2 | X |
| \$ 30 |   |   | c |

DESCRIPTION  
OF LAND  
Note (a)

| LAND being transferred                                       |                         |  |                         |
|--|-------------------------|--|-------------------------|
| Torrens Title Reference                                      |                         | If Part Only, Delete Whole and Give Details    | Location                |
| VOLUME 14826<br>FOLIO 169                                    |                         | WHOLE  | WEE JASPER              |
| Servient Tenement (Land burdened by easement)                |                         | Dominant Tenement (Land benefited by easement) |                         |
| Torrens Title Reference                                      | Torrens Title Reference | Torrens Title Reference                        | Torrens Title Reference |
| VOLUME 14826<br>FOLIO 169                                    |                         | VOLUME 14826<br>FOLIO 170                      |                         |
| TRANSFEROR OF R.M.B., 217 Gundaroo Road, Bungendore, Teacher |                         |  | OFFICE USE ONLY<br>N    |

Note (d)

TRANSFeree  
Note (e)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 7,000.00  
and transfers an estate in fee simple in the land being transferred above described to the TRANSFeree

|   |  |  |                      |
|---|--|--|----------------------|
| TRANSFeree<br>NORMAN McCURRY of 8/10 William Street, Double Bay, Driver |  |  | OFFICE USE ONLY<br>S |
|---|--|--|----------------------|

TENANCY  
Note (e)

as joint tenants/tenants in common

PRIOR  
ENCUMBRANCES  
Note (f)

subject to the following PRIOR ENCUMBRANCES 1. ....  
2. .... 3. ....

Note (g)

AND the TRANSFEROR  
(i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto  
(ii) COVENANTS with the TRANSFeree as set out in SCHEDULE TWO hereto

Note (g)

AND the TRANSFeree COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE OF TRANSFER 31<sup>st</sup> August 1984

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION  
Note (h)

Signed in my presence by the Transferor who is personally known to me.

Signature of Witness  
**BRENDAN LEE GROSSE**  
Name of Witness (BLOCK LETTERS)  
14 KIRKTON STREET, WANNIASSA  
Address and occupation of Witness

Signature of Transferor

Note (h)

Signed in my presence by the Transferee who is personally known to me.

Signature of Witness  
Name of Witness (BLOCK LETTERS)  
Address and occupation of Witness

Solicitor for Signature of Transferee Robert Pinzani

TO BE COMPLETED  
BY LODGING PARTY  
Notes (i) and (j)

| LODGED BY  |                         | LOCATION OF DOCUMENTS |       |
|--|-------------------------|-----------------------|-------|
| CT   | OTHER                   | Herewith.             |       |
|  |                         | In P.G.O. with        |       |
|  |                         | Produced by           |       |
| LODGED BY LAURENCE & LAURENCE<br>SOLICITORS<br>182 GEORGE STREET, SYDNEY<br>34E<br>Delivery Box Number |                         |                       |       |
| Extra Fee  | Checked by<br>EC14<br>m | REGISTERED 25-9-84    | ON CV |
| Registrar General  |                         |                       |       |

OFFICE USE ONLY

PR15

RP 13A

SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (n) and (l)

The Transferee hereby covenants with

1. The Transferee for himself his executors, administrators and assigns covenants with the Transferor her executors, administrators and assigns that for the benefit of any adjoining land owned by the Transferor but only during the ownership thereof by the Transferor her executors, administrators and assigns other than the purchasers on sale no fence will be erected on the land hereby transferred to divide the same from such adjoining land without the consent of the Transferor but such consent will not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee such consent will be deemed to have been given in respect of every such fence for the time being erected.
2. The land to which the benefit of this covenant is appurtenant is Lot 2 in Deposited Plan No. 626081. The land subject to the burden of this covenant is the land hereby transferred. The person or persons having the right to release vary or modify this covenant is a transferor or such other person or persons, company or companies nominated by her for that purpose.

SIGNED in my presence by the  
Transferee who is personally known to me: )

.....

....*Robert Pinzone*.....  
SOLICITOR FOR TRANSFeree  
(ROBERT PINZONE)



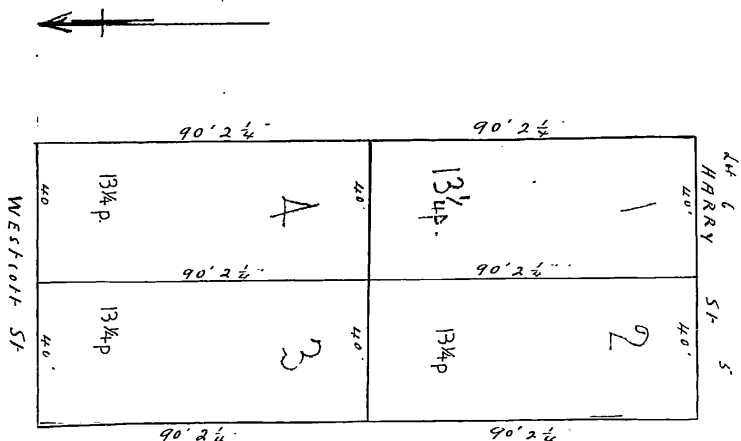




|    |    |    |    |    |    |    |             |     |     |     |     |
|----|----|----|----|----|----|----|-------------|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | Table of mm | 110 | 120 | 130 | 140 |
|----|----|----|----|----|----|----|-------------|-----|-----|-----|-----|

AMENDMENTS AND/OR ADDITIONS MADE ON  
 PLAN IN THE LAND AND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 29 June, 1989.



C520935

Proposed Subdivision by W.G. Tasker of Lots 5 & 6 Section 21 Deposited Plan No. 5698 Harry Street and Westcott Street, Mascot.

DP 334792

2

THIS PLAN OF SUBDIVISION HAS BEEN APPROVED BY THE MASCOT MUNICIPAL COUNCIL AND IS COVERED BY TOWN CLERK'S CERTIFICATE No. 16 OF 1986

22 OCT 1986

Town Clerk

Misc. Plan of Subdn. (P.P.)  
 Regd. No. 34792

PLAN AMENDED AT L.T.O. 28-6-89

CONVERSION TABLE ADDED IN  
 DEPARTMENT OF LANDS

| FEET INCHES | METRES |
|-------------|--------|
| 40 -        | 12.192 |
| 90 2 1/4    | 27.489 |
| AC RD P     | 50 M   |
| - 13 1/4    | 335.1  |

## PLANNING CERTIFICATE SECTION 10.7(2)

Issued under *Environmental Planning and Assessment Act 1979* and  
*Schedule 2 Environmental Planning and Assessment Regulation 2021*

### Application Details

**Applicant Name:** Info Track Pty Ltd

**Certificate No.:** PC242852

**Applicant's Reference:** 233801

Pursuant to section 10.7 of the *Environmental Planning and Assessment Act 1979* (EP&A Act), as of the date of this certificate, the subject land was affected by the matters indicated below and in the attachments to this certificate. Information is given only to the extent that Council has been notified by the NSW Department of Planning and Environment (DPE) and other relevant state agencies.

### Property Details

**Address:** 1 Dutton Place, WEE JASPER

**Property Description:** LOT:1 DP:626081

### Prescribed Matters in accordance with Schedule 2 *Environmental Planning and Assessment Regulation 2021*

#### 1. Names of planning instruments and development control plans that apply to the land

##### (1) Local Environmental Plan (LEP)

[Yass Valley Local Environmental Plan 2013 \(YVLEP 2013\)](#)

Maps for this property can be viewed on the NSW Legislation through the following link:  
<https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/yass-valley-local-environmental-plan-2013>

##### (1a) Development Control Plan (DCP)

No

##### (2) Draft Local Environmental Plan/Planning Proposal

No

##### (2a) Draft Development Control Plan (DCP)

Yes

## State Environmental Planning Policies

Refer Schedule A attached

## Draft State Environmental Planning Policies

Refer Schedule B attached

## 2. Zoning and land use under relevant local environmental plan (LEP)

### (a) Zoning of the property

RU5 - Village

### (b)(i) Purposes for which development may be carried out without the need for development consent:

Home-based child care; Home businesses; Home occupations

### (b)(ii) Purposes for which development may be carried out with development consent:

Amusement centres; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Centre-based child care facilities; Commercial premises; Community facilities; Crematoria; Depots; Dwelling houses; Entertainment facilities; Environmental facilities; Environmental protection works; Exhibition villages; Function centres; Information and education facilities; Light industries; Local distribution premises; Mortuaries; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Respite day care centres; Roads; Schools; Service stations; Signage; Storage premises; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Water recycling facilities; Water supply systems; Wholesale supplies

### (b)(iii) Purposes for which development is prohibited:

Boarding houses; Cellar door premises; Farm stay accommodation; Hostels; Landscaping material supplies; Multi dwelling housing; Residential flat buildings; Roadside stalls; Rural workers' dwellings; Timber yards; Vehicle sales or hire premises; Any other development not specified in item 2 (b)(i) or 2(b)(ii)

### (c) Does additional permitted uses apply to the land

No

### (d) Does any development standard specify fix minimum land dimensions for the erection of a dwelling house on the land?

No

### (e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

No

### (f) Is the land in a heritage conservation area?

No

### (g) Is there an item of environmental heritage situated on the land?

No

## 3. Contribution plans applying to the land

**4. Can complying development be carried out on the land under clauses 1.17A(1)(c) to (e), (2) (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?**

|   |  |
|---|--|
| <b>Housing Code</b>                                 | No, the code is not applicable to Yass Valley LGA.             |
| <b>Rural Housing Code</b>                           | No, the code is not applicable to Yass Valley LGA.             |
| <b>Low Rise Housing Diversity Code</b>              | Yes  |
| <b>Greenfield Housing Code</b>                      | No, the code is not applicable to Yass Valley LGA.             |
| <b>Inland Code</b>                                  | Yes  |
| <b>Housing Alteration Code</b>                      | Yes  |
| <b>General Development Code</b>                     | Yes  |
| <b>Industrial &amp; Business Alteration Code</b>    | Yes  |
| <b>Industrial &amp; Business Buildings Code</b>     | No, the code is not applicable to land use zoning of the land. |
| <b>Subdivision Code</b>                             | Yes  |
| <b>Demolition Code</b>                              | Yes  |
| <b>Fire Safety Code</b>                             | Yes  |
| <b>Agritourism and Farm Stay Accommodation Code</b> | No, the code is not applicable to land use zoning of the land. |

## **Disclaimer:**

This certificate only addresses matters raised in clauses 1.17A(1)(c) to (e), (2) (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (E&C SEPP), as relevant to the Yass Valley Local Government Area.

It is your responsibility to ensure that you comply with the requirements of the E&C SEPP. Failure to comply means that a Complying Development Certificate issued is invalid.

## **Notes:**

**Clause 1.19(6)** states that nothing in this clause prevents complying development being carried out on part of a lot that is not land referred to in this clause even if other parts of the lot are such land.

**Clause 1.9** specifies its relationship to local environmental plans (LEPs), development control plans (DCPs) and other State Environmental Planning Policies (SEPPs). Please refer to Clauses 1.8 and 1.9 to determine the applicability of exempt and complying provisions of this SEPP, and other applicable LEPs, DCPs and SEPPs.

### **5. Can exempt development be carried out on the land under clauses 1.16(1)(b1) to (d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?**

|  |     |
|--|-----|
| <b>General Exempt Development Code</b>                       | Yes |
| <b>Advertising and Signage Exempt Development Code</b>       | Yes |
| <b>Temporary Uses and Structures Exempt Development Code</b> | Yes |

## **Disclaimer:**

This certificate only addresses matters raised in clauses 1.16(1)(b1) to (d) and 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (E&C SEPP), as relevant to the Yass Valley Local Government Area.

It is your responsibility to ensure that you comply with the requirements of the E&C SEPP.

### **6(1)(a) Is there any affected building notice of which the Council is aware that is in force in respect of the land?**

**Note:** Affecting building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

No

### **6(1)(b) Is there any building product rectification order of which the Council is aware that is in force in respect of the land and has not been fully complied with?**

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

No

### **6(1)(c) Is there notice of intention to make a building product rectification order of which the Council is aware has been given in respect of the land and is outstanding?**

No

**7. Does any Environmental Planning Instrument or Draft Environmental Planning Instrument (Planning Proposal) applying to the land provide for the acquisition of the land by a public authority as referred to in Section 3.15 of EP&A Act?**

No

**8. Is the land affected by any road widening or road realignment proposals under:**

- |   |    |
|---|----|
| <b>(a) Division 2 of Part 3 of the Roads Act 1993</b> | No |
| <b>(b) Any environmental planning instrument</b>      | No |
| <b>(c) Any resolution of the Council</b>              | No |

**9(1). Is the land or part of the land within the flood planning area and subject to flood related development controls?**

No

**9(2). Is the land or part of the land between the flood planning area and probable maximum flood (PMF) and subject to flood related development controls?**

No

**10. Is the land affected by a policy adopted by the Council or by any other public authority that restricts the development of the land because of the likelihood of:**

- |   |                |
|---|----------------|
| • Land slip, tidal inundation, subsidence, acid sulphate soils, coastal hazards or sea level rise | No             |
| • Bushfire  | Refer 11 below |
| • Contaminated land   | No             |
| • Aircraft noise (ANEF)   | No             |
| • Salinity  | No             |
| • Any other risk  | No             |

**11. Is the land identified as bush fire prone?**

Yes

**12. Is the land listed on the loose-fill asbestos insulation register of NSW Fair Trading?**

No

**13. Is the land proclaimed to be in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?**

No

**14. Is there any paper subdivision applicable to the land?**

No

**15. Does a Property Vegetation Plan under the former Native Vegetation Act 2003 apply to this land?**

No

**16. Is the property subject to a Biodiversity Stewardship Agreement under Part 5 of the Biodiversity Conservation Act 2016?**

No

**17. Does the property include or comprise biodiversity certified land (within the meaning of Part 8 Biodiversity Conservation Act 2016)?**

No

**18. Has an order been made under the Trees (Disputes Between Neighbours) Act 2006?**

No

**19. Are annual charges applicable to this land under the Local Government Act 1993 for coastal protection services that relate to existing coastal protection work?**

No

**20. Does the provision of State Environmental Planning Policy (Precincts - Western Parkland City) 2021 under Chapter 4 is applicable to the land?**

No - State Environmental Planning Policy (Precincts - Western Parkland City) 2021 is not applicable to Yass Valley LGA.

**21. Has a development consent been issued for seniors housing under section 88(2) of the State Environmental Planning Policy (Housing) 2021 after 11 October 2007?**

No

**22. Has a site compatibility certificate been issued for affordable rental housing under State Environmental Planning Policy (Housing) 2021 or State Environmental Planning Policy (Affordable Rental Housing) 2009?**

No

**23(1). Is the land significantly contaminated within the meaning of the *Contaminated Land Management Act 1997*?**

No



**23(2). Is the land subject to a management order within the meaning of the *Contaminated Land Management Act 1997*?**

No

**23(3). Is the land the subject of an approved voluntary management proposal within the meaning of the *Contaminated Land Management Act 1997*?**

No

**23(4). Is the land the subject of an ongoing maintenance order within the meaning of the *Contaminated Land Management Act 1997*?**

No

**23(5). Is the land the subject of a site audit statement (if a copy of such a statement has been provided to Council) within the meaning of the *Contaminated Land Management Act 1997*?**

No

**Note:**

The information contained in this certificate must be read in conjunction with the provisions of the *Environmental Planning and Assessment Act 1979* and *Environmental Planning and Assessment Regulation 2021*.

Council draws your attention to s.10.7(6) which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate.

**Note:** *This Certificate is electronically generated.*

12 June 2024

## **SCHEDULE A**

The following State Environmental Planning Policies (SEPPs) apply to the Yass Valley Local Government Area. These policies can be viewed online on the [NSW legislation website](https://www.legislation.nsw.gov.au/).

| Title   | Description  |
|---|--|
| <b>SEPP<br/>Biodiversity and Conservation<br/>2021</b>          | This policy includes provisions relating to: <ul style="list-style-type: none"> <li>▪ Koala Habitat Protection that encourages identification of core koala habitat and requires the preparation of plans of management within those areas.</li> <li>▪ Vegetation in Non-Rural Areas that preserves the amenity and protects the biodiversity values of trees and other vegetation in non-rural areas</li> </ul> |
| <b>SEPP<br/>Building Sustainability Index: BASIX<br/>2004</b>   | This policy ensures state-wide consistency in the implementation of the BASIX scheme to encourage sustainable residential development.   |
| <b>SEPP<br/>Exempt and Complying Development<br/>Codes 2008</b> | This policy sets out exempt and complying development codes for development that is of minimal environmental impact that may either be carried out without the need for development consent or may be carried out in accordance with a complying development certificate.  |
| <b>SEPP<br/>Housing 2021</b>                                    | Facilitates the development of affordable and diverse housing including Co-living housing, independent living units, Boarding houses, Build-to-rent housing, Secondary dwellings, Seniors housing and Social housing.  |
| <b>SEPP<br/>Industry and Employment 2021</b>                    | This policy includes provisions relating to: <ul style="list-style-type: none"> <li>▪ Advertising &amp; Signage to provide for time limits on the display of certain advertisements and regulate display of signage in transport corridors</li> </ul>  |
| <b>SEPP<br/>Planning Systems 2021</b>                           | This policy includes provisions relating to: <ul style="list-style-type: none"> <li>▪ State &amp; Regional Development</li> <li>▪ Concurrences &amp; Consents</li> </ul>   |
| <b>SEPP<br/>Primary Production 2021</b>                         | This policy includes provisions relating to: <ul style="list-style-type: none"> <li>▪ Primary Production and Rural Development to reduce rural land use conflict</li> </ul>  |
| <b>SEPP<br/>Resilience &amp; Hazards 2021</b>                   | This policy includes provisions relating to: <ul style="list-style-type: none"> <li>▪ Remediation of Land which is contaminated to reduce the risk to human health or the environment</li> <li>▪ Hazardous &amp; Offensive Development to ensure measures are employed to reduce any adverse impact</li> </ul>   |
| <b>SEPP<br/>Resources &amp; Energy 2021</b>                     | This policy includes provisions relating to: <ul style="list-style-type: none"> <li>▪ Mining, Petroleum Production &amp; Extractive Industries to provide for the proper management and development of resources</li> </ul>  |
| <b>SEPP<br/>Transport &amp; Infrastructure 2021</b>             | This policy includes provisions relating to: <ul style="list-style-type: none"> <li>▪ Infrastructure to provide greater flexibility in the location of infrastructure and development which is minimal impact as exempt development.</li> <li>▪ Educational Establishments &amp; Childcare Facilities</li> </ul>   |

|  |   |
|--|---|
|  | to identify development which is minimal impact as exempt development as well as establishing assessment requirements and design considerations   |
| <b>SEPP No. 65</b><br><b><i>Design Quality of Residential Flat Development</i></b> | This policy aims to improve the design quality of residential flat development to achieve better built form and aesthetics of buildings and streetscapes. It also aims to maximise amenity, safety and security and minimise consumption of energy. |

## **SCHEDULE B**

The following draft State Environmental Planning Policies which relate to the Yass Valley Local Government Area and which have been exhibited by the NSW Department of Planning and Environment between 1 September 2010 to date:

| Title | Description |
|-------|-------------|
| Nil   |             |

## SEWER SERVICE DIAGRAM

### NO RECORD OF SEWER SERVICE DIAGRAM

#### Application Details

**Applicant's Name:** Info Track Pty Ltd

**Applicant's Reference:** 233801

#### Property Details

**Address:** 1 Dutton Place, WEE JASPER

**Property Description:** LOT:1 DP:626081

#### Sewer Service Diagram Records

Yass Valley Council wishes to advise that no diagram or plan of a Sewer Service (shows the location of private drainage and/or wastewater pipeline on the property) is held in Council's record for the subject location.

Contact **Dial Before You Dig** on Tel: 1100 or [www.1100.com.au](http://www.1100.com.au) for details on the location of any electricity, gas and communication cabling and pipes.

**Note:** *This Certificate is electronically generated.*

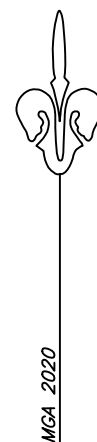
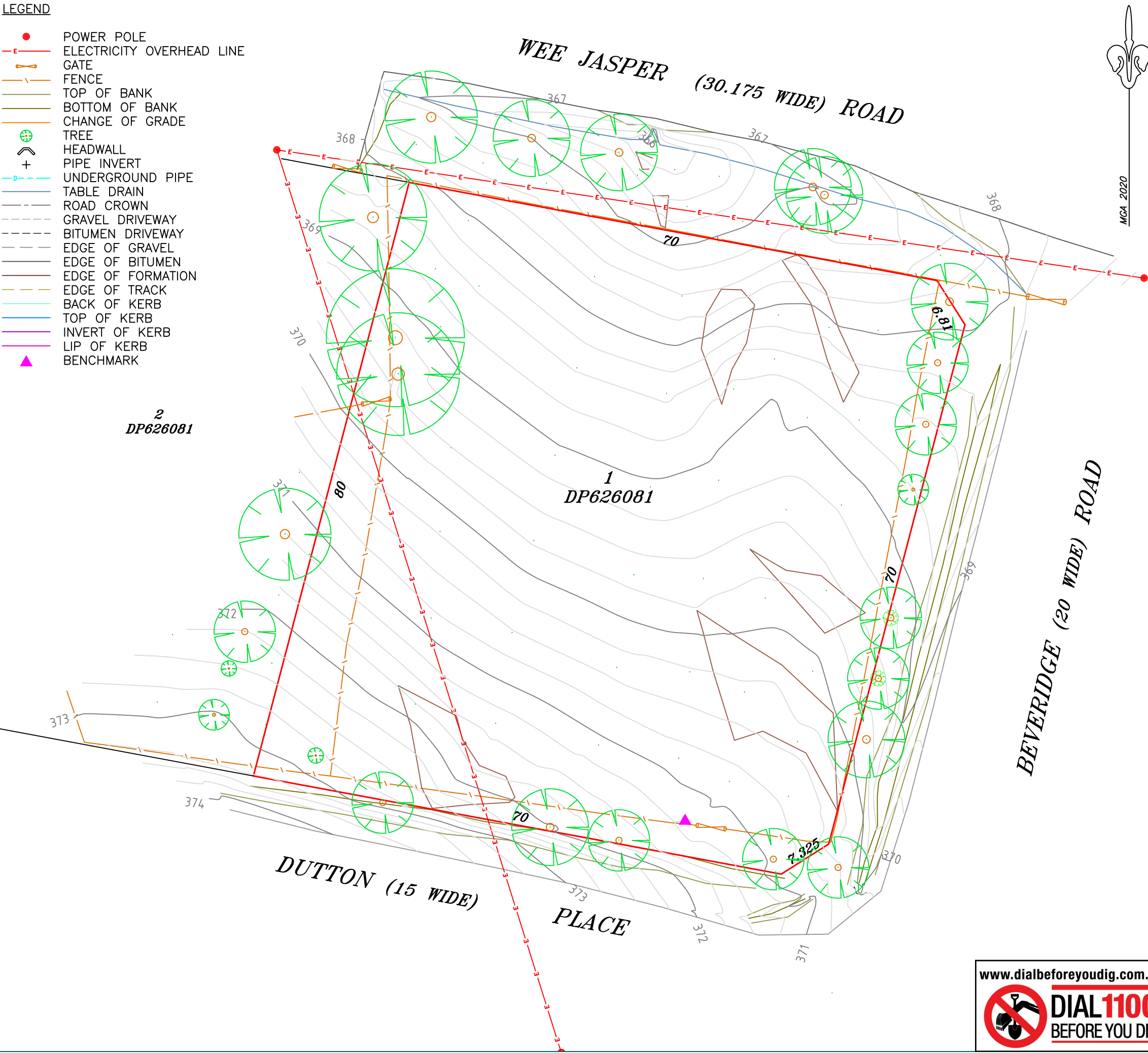
11/06/2024

Annexure A

**Survey of the Property**

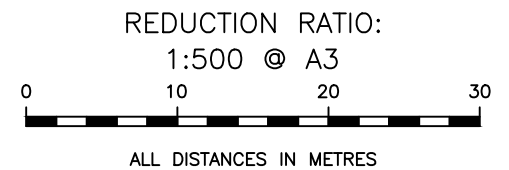
LEGEND

- POWER POLE
- ELECTRICITY OVERHEAD LINE
- GATE
- FENCE
- TOP OF BANK
- BOTTOM OF BANK
- CHANGE OF GRADE
- TREE
- HEADWALL
- PIPE INVERT
- UNDERGROUND PIPE
- TABLE DRAIN
- ROAD CROWN
- GRAVEL DRIVEWAY
- BITUMEN DRIVEWAY
- EDGE OF GRAVEL
- EDGE OF BITUMEN
- EDGE OF FORMATION
- EDGE OF TRACK
- BACK OF KERB
- TOP OF KERB
- INVERT OF KERB
- LIP OF KERB
- BENCHMARK



PLAN OF LOT 1 DP626081  
1 DUTTON PLACE  
WEE JASPER  
SHOWING SELECTED DETAIL  
AND CONTOURS

|                    |                  |
|--------------------|------------------|
| CLIENT:            | DARREN CARDEN    |
| A3 SHEET           | 1 OF 1           |
| DATE OF SURVEY     | 23 NOVEMBER 2022 |
| JOB REFERENCE      | 4731             |
| COMPUTER REFERENCE | 4731_DT1.dwg     |
| LEVEL DATUM        | AHD              |
| ORIGIN OF LEVELS   | SMART NET        |
|                    | BENCH MARK       |
|                    | 371.24           |
| CONTOUR INTERVAL   | 0.25M            |



NOTE:  
THIS PLAN IS OF A DETAIL SURVEY ONLY AND AS SUCH IS NOT REGISTERED BY THE TITLES OFFICE OF NSW LAND REGISTRY SERVICES. SUBSEQUENT REGISTERED OR OTHER SURVEYS IN THIS AREA MAY AFFECT THE BOUNDARY DEFINITION AS SHOWN ON THE PLAN. ANY DIFFERENCES SO CAUSED TO THE BOUNDARY DEFINITION SHOWN ON THIS PLAN ARE BEYOND THE CONTROL OF DIVERSE PROJECT SOLUTIONS WHO CAN ACCEPT NO RESPONSIBILITY FOR SUCH DIFFERENCES. UNDERGROUND SERVICES ARE NOT SHOWN ON THIS PLAN. AS UNDERGROUND STRUCTURES AND CABLES MAY EXIST THEY MUST BE LOCATED BEFORE CONSTRUCTION - PLEASE DIAL 1100 BEFORE YOU DIG. THIS NOTE IS AN INTEGRAL PART OF THIS PLAN.

LEGEND:  
  
SEE INSERT



7 ADELE STREET, YASS NSW 2582  
P.O. BOX 5, YASS NSW 2582  
(PH) 02 6226 3322  
info@dpsyass.com.au



ABN: 31 602 010 006