

Contract for the sale and purchase of land 2022 edition

TERM vendor's agent	MEANING OF TERM Hive Property (ACT) Pty Ltd Level 1, 4 Campion Street, Deakin ACT 2600	NSW DAN: phone: 02 6182 1802 email: hello@hivecbr.com.au ref: Anthony Weston & Katrice Velnaar
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co-agent

vendor Dione Lee Sayer, Anthony Gerald Last
1 Faithfull Street, Gundaroo, NSW 2620

vendor's solicitor	AP Jones & Co Lawyers PO Box 2106, Kambah Village ACT 2902	phone: 02 6296 6316 email: irene@apjones.com.au ref: Last & Sayer
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date for completion on or before 30 days after the contract date (clause 15)
land (address, plan details and title reference) 1 FAITHFULL ST GUNDAROO NSW 2620
Lot 1 DEPOSITED PLAN 1279542
Folio Identifier 1/1279542

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

inclusions

<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input checked="" type="checkbox"/> solar panels
<input type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
<input type="checkbox"/> other:			

exclusions
purchaser

purchaser's solicitor

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

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>Dione Lee Sayer <hr/> Vendor</p> <p>Anthony Gerald Last <hr/> Vendor</p>	<p>Signed by</p> <p><hr/>Purchaser</p> <p><hr/>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p><hr/>Signature of authorised person <hr/>Signature of authorised person</p> <p><hr/>Name of authorised person <hr/>Name of authorised person</p> <p><hr/>Office held <hr/>Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p><hr/>Signature of authorised person <hr/>Signature of authorised person</p> <p><hr/>Name of authorised person <hr/>Name of authorised person</p> <p><hr/>Office held <hr/>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** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

SPECIAL CONDITIONS

1. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally incapable, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

2. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

3. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, not withstanding completion.

4. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

5. Completion

Without limiting any other rights that the Vendor may have under this contract, it is an essential term of this contract that if the Purchaser does not complete this contract by the date ("the effective date") which is the later of:

- (i) the Completion date; and
- (ii) the date on which the Vendor is ready willing and able to complete

in addition to the balance of the Price and any other moneys payable hereunder to the Vendor on completion:

- (iii) the Purchaser shall pay to the Vendor on completion interest on the balance of the Price and any other moneys payable hereunder to the Vendor at the rate of 10% per annum computed from the effective date up to and including the actual date of completion of this contract; and
- (iv) notwithstanding anything contained in the contract, the date at which adjustments are to be made in respect of rates, water and sewerage service charges, land tax and other periodic outgoings between the parties hereto shall be the effective date (and not the actual date of completion of this contract);
- (v) If the Purchaser fails to effect settlement after appropriate arrangements have been made, the Purchaser shall allow to the Vendor on settlement the sum of \$50.00 for each instance.

The Purchaser acknowledges that any interest or costs payable as aforesaid and the manner of adjustments represent a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete on or before the effective date or failure to complete on the appointed date.

Nothing in this clause shall derogate from the making of time of the essence as set out in this agreement.

6. Reduced Deposit

In the event that the purchaser pays less than ten percent (10%) of the purchase price as deposit then if the purchaser commits a default hereunder the whole of the ten percent deposit shall become due and payable notwithstanding that this Contract is not completed. This clause shall not merge on completion and the vendor shall be entitled to sue for recovery of so much of the ten percent deposit that remains outstanding as a debt due by the purchaser to the vendor.

7. Deft Action Pay

7.1 Subject to the following clauses, the buyer may pay the Deposit payable under the terms of the Contract on the Date of this contract to the Stakeholder using DEFT Auction Pay

7.2 This special condition will only apply if the Buyer pays the Deposit on the date of this Contract using DEFT Auction pay and the Stakeholder is provided with evidence of payment of the Deposit on the Date of this Contract. If not, then this special condition will not apply to this Contract for Sale and the Deposit will be strictly payable in accordance with the terms and conditions of this Contract

7.3 If the Stakeholder does not receive the cleared funds equal to the amount of the Deposit into its trust account within three business days of the Date of this Contract (**Payment Period**), then the Buyer must pay the Deposit payable on the Date of this Contract by delivering an unendorsed bank cheque to the Stakeholder within 24 Hours of the Seller or its Solicitor notifying the Buyer that the payment referred to in 4.1 was not received within the Payment Period.

Directors Guarantee

I/ We. (name of Director) of
(address)

agree as follows:

1. I/We am/are Director/s of the Buyer.
2. In consideration of the Seller entering into this Contract at my/our request, I/We agree to guarantee to the Seller:
 - (a) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and
 - (b) the payment of all money payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me/us notwithstanding:
 - (a) my/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Director;
 - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyer's Directors: and
 - (c) Completion of this Contract.
4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/us without having instituted legal proceedings against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.
5. I/we agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this contract.

Dated this

day of

20

Signed sealed and delivered by

.....

In the presence of

Signature of witness

.....

Name of Witness



FOLIO: 1/1279542

SEARCH DATE	TIME	EDITION NO	DATE
3/1/2025	5:05 PM	3	20/9/2022

LAND

LOT 1 IN DEPOSITED PLAN 1279542
AT GUNDAROO
LOCAL GOVERNMENT AREA YASS VALLEY
PARISH OF GUNDAROO COUNTY OF MURRAY
TITLE DIAGRAM DP1279542

FIRST SCHEDULE

DIONE LEE SAYER
IN 80/100 SHARE
ANTHONY GERALD LAST
IN 20/100 SHARE
AS TENANTS IN COMMON (T AR782127)

SECOND SCHEDULE (6 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- DP1002259 EASEMENT FOR WATER SUPPLY 2 METRES WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
7079794 VARIATION OF RESTRICTION DP1002259
- DP1279542 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- DP1279542 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- DP1279542 POSITIVE COVENANT
- AS486156 MORTGAGE TO HSBC BANK AUSTRALIA LIMITED



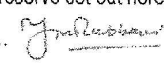
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN FORM 6 (2019)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:  1/12/2021</p> <p>Title System: TORRENS</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1279542</h1>	
<p>PLAN OF SUBDIVISION OF LOT 7 DP1025196</p>	<p>LGA: YASS VALLEY</p> <p>Locality: GUNDAROO</p> <p>Parish: GUNDAROO</p> <p>County: MURRAY</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, BRIDGET HELEN WRIGHT of DPS, YASS NSW 2582 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 15 JULY 2021, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **..... was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: A - B Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 11/10/2021</p> <p>Surveyor Identification No: 8727 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, Muzaffar Rubbani..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Accreditation number: Consent Authority:Yass Valley Council..... Date of endorsement: ...10 November 2021..... Subdivision Certificate number:30/2021..... File number:DA190061.....</p> <p><small>*Strike through if inapplicable.</small></p>	
<p>Plans used in the preparation of survey/compilation. DP1025196</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD.</p>	
<p>Surveyor's Reference: 3360_DP1A</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:



1/12/2021

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 7 DP1025196

DP1279542

Subdivision Certificate number: 30/2021

Date of Endorsement: 10 November 2021

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

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

Lot	Street number	Street name	Street type	Locality
1	1	FAITHFULL	STREET	GUNDAROO
2	3	FAITHFULL	STREET	GUNDAROO
3	3886	SUTTON	ROAD	GUNDAROO
4	3884	SUTTON	ROAD	GUNDAROO

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

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. POSITIVE COVENANT
4. RIGHT OF CARRIAGEWAY 10 WIDE

EXECUTED BY PHS AUSTRALIA PTY LTD ACN 605 937 577 IN ACCORDANCE WITH S.127 OF THE CORPORATIONS ACT 2001:

PETER HAND
DIRECTOR
PHS AUSTRALIA PTY LTD
ACN 605 937 577

SUZANNE BAIRD
DIRECTOR
PHS AUSTRALIA PTY LTD
ACN 605 937 577

If space is insufficient use additional annexure sheet

Surveyor's Reference: 3360_DP1A

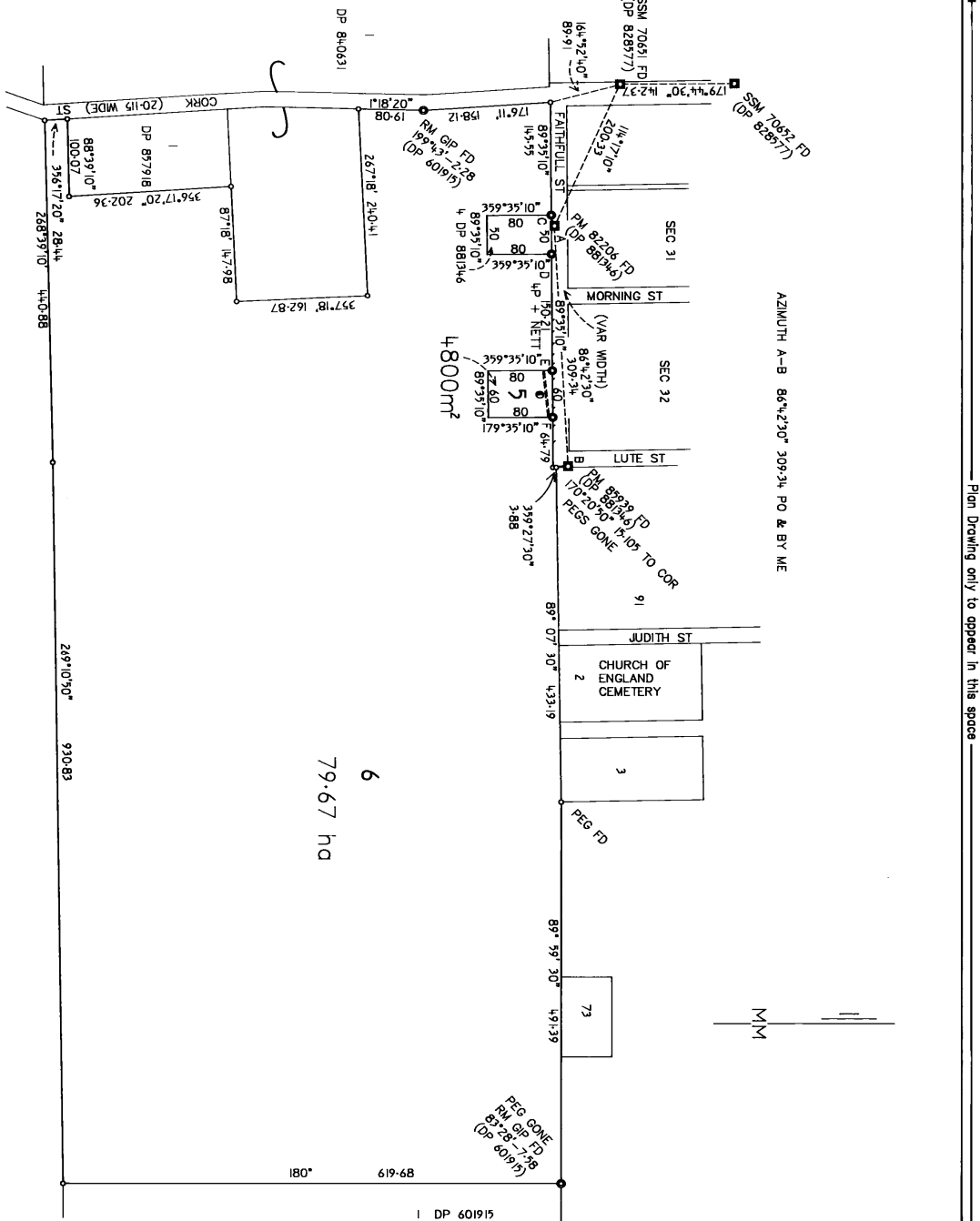


MapInfo 2000 Licence No. 2921758
 Signature: 315
 M.A. & C.A.
 Australia Bank Limited ACN 094 624 827
 by LYNETTE BRENNE DABO, K.M. & A.S.
 MURRAY LAND SURVEYORS PTY. LTD.
 No. 589 BROADWAY
 MURRAY
 Witnessed by: KYLLI BARNETT
 255 GERRARD ST. SYDNEY NSW

PLAN APPROVED: Approved Officer
 Land District: ...
 Field Book: ...

Council's Certificate
 I hereby certify, that -
 (a) the requirements of the Local Government Act, 1993 (other than the requirements for the registration of plans, and
 (b) the requirements of Part 3 Division 3 of the Water Board Act (Consolidation Act 1991)
 have been complied with by the applicant in relation to the proposed SUBDIVISION.
 Subdivision No. ...
 Date: 1 March 1999
 General Manager/Municipal Director

Council File No. ...
 This part of certificate is only for a certificate of title of a new road or where the road to be shown and the Water Board and the Murray Water Corporation Ltd.
 Surveyors reference: D12/CHECKLIST



● EASEMENT FOR WATER SUPPLY 2 WIDE
 COR "E" TO CENTRE EASEMENT 14.42
 COR "F" TO CENTRE EASEMENT 5.28

COR	BEARING	FROM	DIST
C	176°21'	G1 PIPE FD (DP 881346)	2.56
C	256°08'50"	PM 82206 FD (DP 881346)	14.005
D	178°01'	G1 PIPE FD (DP 881346)	2.78
E	171°56'	G1 PIPE	3.995
F	186°30'	G1 PIPE	2.54

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1002259
 Registered 4.6.1999
 CA: N° DA96/68 OF 1-3-1999
 The System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: 8727-LIN #
 Last Plan: DP 881346

PLAN OF SUBDIVISION
 OF LOT 3
 DP 881346

L & A GUNNING
 Locality: GUNDARRO
 Parish: GUNDARRO
 County: MURRAY

PLANS FOR USE ONLY for statements of intention to declare public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.
 PURSUANT TO SEC 88B OF THE CONVEYING ACT 1919 (AS AMENDED) IT IS INTENDED TO CREATE 1) EASEMENT FOR WATER SUPPLY 2 WIDE.

PLANS used in preparation of survey/compilation:
 DP 881346 DP 87918
 DP 60915
 DP 58438
 DP 840631

Signature: RUSCHMEYER
 of PO BOX 20, SUTTON 2620
 a surveyor registered under the Surveyors Act 1998 as provided in section 2(1) of the Surveyors Act 1998.
 I certify that the plan meets the requirements of the Practice Regulation 1999 and any special requirements of the Surveyors Act 1998.
 Date: 2 NOVEMBER 1999
 Signature registered under Surveyors Act, 1998 as amended
 Surveyor General of Murray A-B
 Murray Water Corporation

Scale: 1:1000
 Lengths are in metres. Reduction ratio: 1:1000

FORM: 20EV
Licence: 98M111
Edition: 9909

7079794L

VARIATION OF EASEMENT

New South Wales
Section 47(5A) Real Property Act 1900



(A) TORRENS TITLE	Dominant Tenement (land benefited) 6/1002259	Servient Tenement (land burdened) 5/1002259
(B) EASEMENT VARIED	Number of Easement created by DP1002259	Nature of Easement easement for water supply 2 wide
(C) LODGED BY	LTO Box 462H	Name, Address or DX and Telephone UNIVERSAL TITLE SEARCHERS Reference (optional):
		CODE R
(D) APPLICANT (1)	Registered proprietor of the dominant tenement Heiko Rogier Christiaan Meischke and Marion Ruth Meischke	
(E) APPLICANT (2)	Registered proprietor of the servient tenement Heiko Rogier Christiaan Meischke and Marion Ruth Meischke	

(F) The applicants, having varied the above easement as set out in—

- annexure A hereto
- deposited plan No.
- plan annexed hereto.

(G) apply to have the variation recorded on the relevant folio(s) of the Register, and annex hereto (marked B) the consent of any registered lessee, mortgagee or chargee of the dominant tenement and the servient tenement.

(H) Certified correct for the purposes of the Real Property Act 1900.

DATE: 23 August, 2000

Signed in my presence by the registered proprietor of the dominant tenement who is personally known to me.

Signature of witness: *X Selgees*

Name of witness: Stephen Myers

Address of witness: Lot 1 Cork St
Aundaroo NSW 2620

Signature of registered proprietor of the dominant tenement:

Marion R Meischke

EV51
EV52

Signed in my presence by the registered proprietor of the servient tenement who is personally known to me.

Signature of witness: *X Selgees*

Name of witness: Stephen Myers

Address of witness: Lot 1 Cork St
Aundaroo NSW 2620.

Signature of registered proprietor of the servient tenement:

Marion R Meischke

All handwriting must be in block capitals.
A set of notes on this form (20EV-2)
is available from the Land Titles Office.

CT probel by 4SA.

Apd by 19 M/9

A

THIS DEED POLL made on 23 day of August 2000 by HEIKO ROGIER CHRISTIAAN MEISCHKE and MARION RUTH MEISCHKE

WHEREBY IT IS WITNESSED that the terms of the easement for water supply 2 wide created by the registration of DP 1002259 are varied by the deletion of the words

“Full and free right for the body in whose favour this easement is created, and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the body in whose favour this easement is created and every person authorised by it, with any tools implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing such pipes or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the body in whose favour this easement is created and any person authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.”

and replacement with the words:-

“Full and free right for the owner of the dominant tenement to pipe water through existing pipes within the boundaries of the easement shown on DP 1002259 and for such owner and any person authorised by him to enter upon the servient tenement and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing such pipes or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that such owner and any person authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as possible to its original condition.”

In witness the parties have signed their names and affixed their seals this day.

SIGNED SEALED AND DELIVERED)
BY HEIKO ROGIER CHRISTIAAN)
MEISCHKE and MARION RUTH)
MEISCHKE in the presence of)

[Handwritten signature of Heiko Rogier Christiaan Meischke]
[Handwritten signature of Marion R Meischke]

[Handwritten signature of Stephen Myers]
Stephen Myers

OFFICE OF STATE REVENUE (N.S.W. TREASURY)
CLIENT NO. RECEIVED \$10 — STAMP No. 363
STRIP NO. SIGNATURE ..
TRANSACTION No. 2000 3501 DATE 28/8/2000
ASSIGNMENT DETAILS

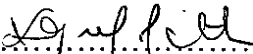
13

THIS IS AN ANNEXURE TO **VARIATION OF EASEMENT**
WITH HEIKO ROGIER CHRISTIAAN MEISCHKE AND MARION RUTH MEISCHKE AS
APPLICANT (1) AND HEIKO ROGIER CHRISTIAAN MEISCHKE AND MARION RUTH
MEISCHKE AS APPLICANT (2) DATED 23RD AUGUST, 2000.

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee under
mortgage Registered No. 2021758 hereby consents to the within **Variation of
Easement** but without prejudice to and reserving all its rights powers and remedies
under its security.

DATED at Sydney this 31st day of August Two thousand.

Signed in my presence by Fiona Mary
Ferguson the Attorney of National
Australia Bank Limited pursuant to Power
of Attorney Registered No. 549 Book 3834
who is personally known to me.


.....

Kylie Griffith
Bank Officer
255 George Street, Sydney NSW

Signed for and on behalf of National
Australia Bank Limited by its said
Attorney.


.....
Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of 2 Sheets)

DP1002259

Subdivision covered by
Council's Certificate No. *DA9868*
of *1st March* 1999

PART 1

Full name and address of
proprietor of the land

HEIKO ROGIER CHRISTIAAN
MEISCHKE and MARION RUTH
MEISCHKE of "Strathallan"
GUNDAROO NSW 2620

Full name and address of
of Mortgagee of the land

National Australia Bank Limited of
Auburn Street, Goulburn NSW 2580

1 Identity of easement firstly
referred to in abovementioned
plan.

Easement for water supply 2 wide

Schedule of Lots Affected

Lots Burdened

Lots or Authority Benefited

Lot 5

Lot ~~5~~ 6

Marion R Meischke

PART 2

1 Terms of Easement for Water Supply 2 wide firstly referred in the abovementioned
plan

Full and free right for the body in whose favour this easement is created, and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the

Heiko Rogier Christiaan Meischke

Marion R Meischke

Ruth D. Leath

Marion R Meischke

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 2 of 2 Sheets)

Plan: DP 1002259

Subdivision covered by
Council's Certificate No. *DA9868*
of *1st March* 1999

servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the body in whose favour this easement is created and every person authorised by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the body in whose favour this easement is created and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

The name of the person empowered to release, vary or modify the easement firstly referred to in the abovementioned plan shall be the owner for the time being of the dominant tenement.

SIGNED by HEIKO ROGIER CHRISTIAAN)
MEISCHKE and MARION RUTH MEISCHKE)
in the presence of:-)

Marion R Meischke

D. C. LEACH

Mortgagee under Mortgage No. *2021758*
Signed at Sydney this *31st* day of
MARCH 1999 for National
Australia Bank Limited ACN 004 044 937
by *[Signature]* its duly appointed
Attorney under Power of Attorney
No. *913 Book 6394*

.....
Manager

[Signature]
.....
Witness/Bank Officer **Kylie BARNETT**

255 George Street, Sydney NSW

REGISTERED *Go* 4.6.1999

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

Plan: DP1279542

Plan of Subdivision of Lot 7 DP1025196
covered by Subdivision Certificate No.
30/2021 dated: 10 November 2021

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

PHS Australia Pty Ltd
12 Adderstone Avenue
NORTH SYDNEY NSW 2060

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on the Use of Land	1 and 2	Yass Valley Council
2	Restriction on the Use of Land	1, 2, 3 and 4	Yass Valley Council
3	Positive Covenant	1, 3 and 4	Yass Valley Council
4	Right of Carriageway 10 Wide	3 4	4 3

Part 2 (Terms)

Terms of Restriction on the Use of Land numbered firstly in the abovementioned plan:

1. The registered proprietor(s) of the lot(s) hereby burdened will in respect to the drainage overland flow easement designated as (E1) on the plan:
 - i) At all times the easement shall be of full width that can handle a 1 in 100 year flow as per the approved construction certificate drawings
 - ii) Shall not construct/ place any structure within the easement including a water tank or underground waste disposal system
 - iii) Shall not construct/ place any retaining wall or fence without ensuring that these structures would not impede the free flow of storm or flood waters over the surface of the land.
 - iv) Shall not landscape within the easement where it would impede the free flow of storm or flood waters over the surface of the land.
 - v) Shall not stack or place any material or obstruction including without limitation timber, rubbish, explosives, fuel or building materials.

Plan: **DP1279542**

Plan of Subdivision of Lot 7 DP1025196
covered by Subdivision Certificate No.
30/2021 dated: 10 November 2021

Terms of Restriction on the Use of Land numbered firstly in the abovementioned plan (cont):

2. No dwelling, house or other structure shall be constructed on the lot(s) hereby burdened unless it has a finished floor level no lower than:
 - Lot 1: 575.0m AHD
 - Lot 2: 575.9m AHD
3. The construction of any driveway access on the lot(s) hereby burdened must comply with the requirements of *Gundaroo Flood Risk Management Plan 2016*. A raised driveway will require a flood impact assessment.

Name of person empowered to release, vary or modify the Restriction on the Use of Land firstly referred to is Yass Valley Council.

Terms of Restriction on the Use of Land numbered secondly in the abovementioned plan:

1. The registered proprietor(s) of the lot(s) hereby burdened shall not permit the disposal of any household rubbish on the lot.
2. No part of a permanent and/ or temporary dwelling and/ or outbuildings and associated infrastructure may be constructed or allowed to remain on the lot(s) hereby burdened unless it is contained wholly within the designated building envelope (BE).
3. The registered proprietor(s) of the lot(s) hereby burdened are prohibited from the erection of solid fencing (paling, timber or colorbond).

Name of person empowered to release, vary or modify the Restriction on the Use of Land secondly referred to is Yass Valley Council.

Terms of Positive Covenant numbered thirdly in the abovementioned plan:

The registered proprietor(s) of the lot(s) hereby burdened shall be responsible for the maintenance of the landscape easement in accordance with the approved landscape plan and designated as (E2) on the plan at all times to the satisfaction of Yass Valley Council.

Name of person empowered to release, vary or modify the Positive Covenant thirdly referred to is Yass Valley Council.

Plan: **DP1279542**

Plan of Subdivision of Lot 7 DP1025196
covered by Subdivision Certificate No.
30/2021 dated: 10 November 2021

Terms of Right of Carriageway 10 Wide numbered fourthly in the abovementioned plan:

The registered proprietor of the lots(s) hereby burdened will in respect of the right of carriageway referred to in the above plan and marked (R1) on the deposited plan:

1. Maintain the right of carriageway in reasonable working condition.
2. Repair and/ or restore the right of carriageway as nearly as practicable to its former condition.
3. Share the costs of the above works equally with the proprietor(s) of Lots 3 and 4.

Name of person empowered to release, vary or modify the Right of Carriageway 10 wide fourthly referred to is each Lot.

Plan: **DP1279542**

Plan of Subdivision of Lot 7 DP1025196
covered by Subdivision Certificate No.
30/2021 dated: 10 November 2021

Dated:

**Executed by PHS Australia Pty
Limited ACN: 605 937 577** in
accordance with Section 127 of the
Corporations Act 2001



DIRECTOR
PETER HAND



DIRECTOR
SUZANNE BAIRD

Plan: **DP1279542**

Plan of Subdivision of Lot 7 DP1025196
covered by Subdivision Certificate No.
30/2021 dated: 10 November 2021

Executed by Yass Valley Council by its
authorised delegate pursuant to section
377 Local Government Act 1993 in the
presence of:

I certify that I am an eligible witness, have
known the delegate for 12 months and
that the delegate signed in my presence



Signature of delegate

Muzaffar Rubbani

Name of delegate (print)

Development Planner

Position of delegate (print)



Signature of witness

Jeremy Knox

Name of witness (print)

209 Comur Street Yass

Address of Witness (print)

REGISTERED:



1/12/2021

PLANNING CERTIFICATE SECTION 10.7(2) & (5)

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.: PC253392

Applicant's Reference: Last & Sayer

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 provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the *Environmental Planning and Assessment Regulation 2021* and is provided in good faith. Information given in this certificate may be limited by the extent to which the Council has been notified of relevant matters by the NSW Department of Planning and Environment and other relevant state agencies.

Property Details

Address: 1 Faithfull Street, GUNDAROO

Property Description: LOT 1 DP 1279542

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

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)

Yass Valley Council Development Control Plan 2024

(2) Draft Local Environmental Plan/Planning Proposal

No

(2a) Draft Development Control Plan (DCP)

No

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 land

R2 - Low Density Residential

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

R2 - Environmental protection works; Home-based child care; Home businesses; Home occupations

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

R2 - Attached dwellings; Bed and breakfast accommodation; Centre-based child care facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Exhibition homes; Group homes; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Signage; Tank-based aquaculture; Water supply systems

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

R2 - Any 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 conservation area, including heritage conservation?

No

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

No

(h) Is the land serviced, or to be serviced, by a private water or sewer service?

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? If not, what are the reasons why it may not be carried out?

Housing Code	No, the code is not applicable to Yass Valley LGA.
Rural Housing Code	No, the code is not applicable to Yass Valley LGA.
Low Rise Housing Diversity Code	Yes
Greenfield Housing Code	No, the code is not applicable to Yass Valley LGA.
Inland Code	Yes
Housing Alteration Code	Yes
General Development Code	Yes
Industrial & Business Alteration Code	Yes
Industrial & Business Buildings Code	No, the code is not applicable to land use zoning of the land.
Subdivision Code	Yes
Demolition Code	Yes
Fire Safety Code	Yes
Agritourism and Farm Stay Accommodation Code	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. There are other general and specific requirements which constrain when complying development may be carried out under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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.

(4) Are the complying development codes varied, under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, clause 1.12, in relation to the land

No

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? If not, what are the reasons why it may not be carried out?

(1) General Exempt Development Code

Yes

(2) Advertising and Signage Exempt Development Code

Yes

(3) Temporary Uses and Structures Exempt Development Code

Yes

(4) Are the exempt development codes varied, under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, clause 1.12, in relation to the land?

No

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. There are other general and specific requirements which constrain when exempt development may be carried out under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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:

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

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

Yes

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?

Yes

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
- No

soils, coastal hazards or sea level rise

- **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. Has the council been notified that the land is land in relation to which a property vegetation plan is approved and in force under Part 4 of the former Native Vegetation Act 2003 by the person or body that approved the plan?

No

16. Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a Biodiversity Stewardship Agreement under Part 5 of the Biodiversity Conservation Act 2016?

No

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

No

18. Has Council been notified that an order has 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(1) Is Council aware of 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

22(2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1)?

No

22 (3) Are there any conditions of a development consent in relation to the land that are of a kind referred to in the former State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1)?

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

Additional advice in accordance with s.10.7(5) EP&A Act

Information relating to current Council studies and planning proposals

Further information about current council studies and Planning Proposals can be found at:

<https://www.yassvalley.nsw.gov.au/our-services/planning-and-building/lep-amendments/>

<https://www.yassvalley.nsw.gov.au/our-services/planning-and-building/controls-policies-and-strategies/>

Is the land subject to a conservation agreement with Biodiversity Conservation Trust under s5.20 of the Biodiversity Conservation Act 2016?

No

Any other risk

No

Information relating to major projects

Details relating to NSW Major Projects on exhibition or determined within the Yass Valley LGA can be viewed at

<https://www.planningportal.nsw.gov.au/major-projects/projects/on-exhibition>

Information relating to Council services and assets

Yass Valley Council policies may apply to this site. A list of policies can be viewed on [Council's website](#).

Information relating to Development Consents & Building Applications

Details can be obtained by lodging an [Informal Request to View a Property File](#) (Application Form 167).

Relevant documents (if on Council records) will be made accessible on Council's online portal.

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* and any relevant environmental planning instruments.

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.

17 January 2025

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](#).

Title	Description
SEPP Biodiversity and Conservation 2021	This policy includes provisions relating to: <ul style="list-style-type: none"> ▪ Koala Habitat Protection that encourages identification of core koala habitat and requires the preparation of plans of management within those areas. ▪ Vegetation in Non-Rural Areas that preserves the amenity and protects the biodiversity values of trees and other vegetation in non-rural areas
SEPP Exempt and Complying Development Codes 2008	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.
SEPP Housing 2021	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.
SEPP Industry and Employment 2021	This policy includes provisions relating to: <ul style="list-style-type: none"> ▪ Advertising & Signage to provide for time limits on the display of certain advertisements and regulate display of signage in transport corridors
SEPP Planning Systems 2021	This policy includes provisions relating to: <ul style="list-style-type: none"> ▪ State & Regional Development ▪ Concurrences & Consents
SEPP Primary Production 2021	This policy includes provisions relating to: <ul style="list-style-type: none"> ▪ Primary Production and Rural Development to reduce rural land use conflict
SEPP Resilience & Hazards 2021	This policy includes provisions relating to: <ul style="list-style-type: none"> ▪ Remediation of Land which is contaminated to reduce the risk to human health or the environment ▪ Hazardous & Offensive Development to ensure measures are employed to reduce any adverse impact
SEPP Resources & Energy 2021	This policy includes provisions relating to: <ul style="list-style-type: none"> ▪ Mining, Petroleum Production & Extractive Industries to provide for the proper management and development of resources
SEPP Transport & Infrastructure 2021	This policy includes provisions relating to: <ul style="list-style-type: none"> ▪ Infrastructure to provide greater flexibility in the location of infrastructure and development which is minimal impact as exempt development. ▪ Educational Establishments & Childcare Facilities to identify development which is minimal impact as exempt development as well as establishing assessment requirements and design

yass valley council

the country the people

	considerations
SEPP Sustainable Buildings 2022	The Sustainable Buildings SEPP encourages the design and construction of more sustainable buildings across NSW, and ensure consistency in the implementation of the BASIX scheme.

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	

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:**

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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"> ● the issuer; ● the expiry date (if any); and ● the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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.

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