

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Hive Property (ACT) Pty Ltd Level 1, 4 Campion Street, Deakin ACT 2600 Email: hello@hiveproperty.co	Phone: 02 6182 1802
co-agent		
vendor	Luke George Bruni and Carlie Jean Brisbane 16 River Road, Elderslie NSW 2570	
vendor's solicitor	MLG Conveyancing TRN House, Suite 2.06, 90 Podium Way, Oran Park NSW 2570 Email: kristy@mlgconvey.au	Phone: 02 4648 1411 Ref: KE:CL:10315377
date of completion	refer to special conditions (clause 15)	
land (address, plan details and title reference)	7 Gorrell Place, Yass NSW 2582 Lot 6 in Deposited Plan 1269136 Folio Identifier 6/1269136	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" 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 checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: remote control for garage door			
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>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>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>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>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>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

Choices

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

Nominated Electronic Lodgement Network (ELN) (clause 4): PEXA

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

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

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

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

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment** (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 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 type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input 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 off-the-plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p>Other</p> <input type="checkbox"/> 60
<p>Swimming Pools Act 1992</p> <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

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

ADDITIONAL PROVISIONS

1. INCONSISTENCY WITH PRINTED CONTRACT

If there is any inconsistency between the printed conditions and these Special Conditions, then these Special Conditions shall prevail to the extent of any such inconsistency.

2. AMENDMENTS TO PRINTED CONDITIONS

The printed conditions shall be amended in the following manner:

- (a) Clause 7.1.1 "5%" is deleted and replaced with \$1.
- (b) Clause 7.2.1 "10%" is deleted and replaced with \$1.

3. DEPOSIT

3.1 Release of Deposit

Notwithstanding any provision contained herein to the contrary the purchaser hereby agrees to release the whole or any part of the deposit paid herein to the vendors to use as a.

- (a) Deposit on any property being purchased by the vendor in New South Wales; or
- (b) For the use by the vendor as stamp duty on any property being purchased by the vendors in New South Wales: or
- (c) For the use by the vendors as monies payable to any discharging mortgagee on completion: or
- (d) An ingoing contribution for a lease pursuant to the Retirement Villages Act: or
- (e) For the payment of a rental bond together with four (4) weeks rent in advance.

PROVIDED that the vendor does not permit further release of such deposit without the purchaser's consent. This clause shall be sufficient authority to the agent to release the deposit as noted in clause (a-e) herein and precludes the purchaser's written consent to be provided to the agent for such release.

3.2 Release of Deposit for Settlement

Should the vendor require funds held in the agent or another parties trust account for settlement, the purchaser authorises for the funds to be transferred to the trust account of the vendors conveyancer so that the funds are available for settlement in the PEXA workspace.

4. COMPLETION DATE

4.1 Completion Subject to Occupation Certificate

Completion of this Contract shall be subject to and conditional upon issue of a Final Occupation Certificate in respect of the property.

Completion shall take place the later of:-

- (a) Within twenty-one (21) days of the Purchaser's Solicitors receiving an emailed copy of the Occupation Certificate.
- (b) 35 days from the date of exchange

Should such Certificate not issue within three (3) months from the date of exchange then either party by notice in writing shall be entitled to rescind the Contract and whereupon Clause 19 shall apply.

4.2. Notice to Complete

- 4.2.1 If either party does not complete this Contract on or before the Completion Date then the other party shall be entitled to make time of the essence of this Contract by serving upon the other party a Notice to Complete the contract within fourteen (14) days from the date of service of such notice. The parties further agree that the period stipulated in such a notice shall be deemed to be sufficient to allow the parties to complete the contract provided that the said period is not less than fourteen (14) days.
- 4.2.2 Should it become necessary for the vendor to issue a Notice to Complete the purchaser will be responsible for payment of an amount of four hundred and ninety-five dollars (\$495) (inclusive of GST) on account of legal costs incurred by the Vendor as a result of the delay.

4.3 Payment of Interest

The parties agree that it is an essential term of this Contract that, in the event that completion does not take place by the Completion Date by reason of the Purchaser not being ready, willing and able to complete then the Purchaser must pay Interest on the balance of Purchase Price to the Vendor on completion at the rate of ten percent (10%) per annum calculated on a daily basis from the Completion Date until the actual date of completion (inclusive of both days);

4.4 Genuine Pre-Estimate

The parties agree that the amounts referred to in Special Condition 4.3 represent a genuine pre-estimate of the liquidation damages likely to be suffered by the Vendor as a result of completion not taking place in accordance with the provisions of this Contract.

5. ACCEPTANCE OF PROPERTY

5.1 Purchaser's Acknowledgement as to Condition

The Purchaser acknowledges that it has satisfied itself as to, and is purchasing, the property:

- 5.1.1 In its present condition and state of repair.

- 5.1.2 Subject to all defects, latent and patent.
- 5.1.3 Subject to any infestation or dilapidation as regards to the improvements, furnishings and chattels.
- 5.1.4 Subject to all existing services (if any).
- 5.1.5 Subject to any restrictions or prohibition whether statutory or otherwise relating to the zoning of the Property, a permitted development thereon or the use to which the Property may be put.

5.2 No Objection Requisition or Claim

The purchaser will make no objection, requisition or claim for compensation, or delay settlement, in relation to any of the matters referred to in Special Condition 5.1. The Purchaser shall also not require the carrying out of work or expenditure of any money by the Vendor of or in respect of the Property or structures.

6. REPRESENTATIONS WARRANTIES AND ACKNOWLEDGEMENTS BY THE PURCHASER

6.1 Acknowledgements

The Purchaser hereby acknowledges and agrees that:

- 6.1.1 It buys the Property relying on its own inspection knowledge and inquiries.
- 6.1.2 As at the date hereof the terms and conditions set out in this contract contain the entire agreement in relation to the Property as concluded between the parties notwithstanding any negotiations or discussions held or documents signed, or brochures or statements made to it prior to the execution hereof.

6.2 Warranties

The Purchaser warrants that:

- 6.2.1 Unless otherwise stated in this Contract it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf including without limitation any statement, representation, promise or warranty in respect of the nature of fitness or suitability for any purpose of the Property or any financial return or income to be derived from the Property.
- 6.2.2 It has not been induced to enter into this Contract by any representation verbal or otherwise made by or on behalf of the Vendor which is not set out in this Contract; and
- 6.2.3 It has sought, or is aware of its right to seek, independent legal advice and is satisfied as to the obligations and rights of the Purchaser under this Contract, the nature of the Property and the purpose for which the Property may be lawfully used.

7. LIQUIDATION, BANKRUPTCY OR DEATH

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either part in law or in equity had this Special Condition not been included:

- 7.1 Should either party, being a natural person or persons shall die or become mentally ill then either party shall be deemed to have an express right of rescission of this Contract and the provisions of Clause 19 shall apply; or
- 7.2 Should either party, or any one of them, being a natural person is declared bankrupt or enters into a scheme with, or makes any assignment for the benefit of, their creditors or trustee is appointed in respect of that person then that party shall be deemed to be in breach of this contract in an essential and the provisions of Clause 19 shall apply; or
- 7.3 Should either party, being a corporation resolves to go into liquidation, or provisional liquidation, or have an application for its winding filed, presents or enters into any scheme or arrangement with its creditors, or should any liquidator receiver of official manager of it be appointed then the defaulting party shall be deemed to be in breach of this contract in an essential respect and the provisions of Clause 19 shall apply.

8. ENCUMBRANCES

8.1.1 Encumbrances

If a mortgage or caveat is recorded on the folio of the register of the Property, the Purchaser must on completion accept a discharge of that mortgage or a withdrawal of caveat so far as it relates to the Property together with an allowance for registration fees.

9. SELLING AGENT

The purchaser warrants that except for the agent or agents, if any, referred to in this Contract he has not been introduced to the Property or to the Vendor by any other estate agent or employee of another estate agent and agrees to indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses in relation to a breach of this warranty. This condition shall not merge upon completion.

10. COUNTERPART OR ELECTRONIC DOCUMENT EXECUTION

10.1 This Contract may be executed:

In a number of counterparts together make one instrument: and/or

By both parties using an electronic or digital signature platform or by exchanging electronic copies of original signatures on this Contract.

10.2 The parties acknowledge and agree that:

The Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email.

The electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided.

All parties are bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchaser may not make a Claim because of anything contained in this clause.

The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) and any terms and conditions of an electronic or digital signature platform, in relation to the execution of this Contract.

11. REQUISITIONS ON TITLE

Attached hereto are Residential Property Requisitions on Title. These are the only approved form of requisitions on title that will be accepted and responded to.

12. SEWER DIAGRAM

The vendor advises that the only diagram held with regard to the property is the diagram annexed to the contract for sale.

The vendor has met its warranty requirements with regard to the diagram annexed hereto.

The purchaser will not delay, raise any requisition or claim or objection with regard to the non-availability of any further diagram.

13. VENDOR DISCLOSURE – Owner Builder

The Vendor discloses that the dwelling was constructed as an owner builder. Owner Builder permit 491612P was issued in relation to the construction of the dwelling on the land on 29 October 2024.

Work completed in accordance with Owner Builder Permit is not required to be insured in accordance with the Home Building Act 1989.

The purchaser shall make no objection, requisition or claim for compensation in relation to the same.



Title Search

Information
Provided
Through
Triconvey
(Reseller)
Ph. 1300 064
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 6/1269136

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/2/2026	12:39 PM	4	15/12/2023

LAND

LOT 6 IN DEPOSITED PLAN 1269136
AT YASS
LOCAL GOVERNMENT AREA YASS VALLEY
PARISH OF YASS COUNTY OF KING
TITLE DIAGRAM DP1269136

FIRST SCHEDULE

CARLIE JEAN BRISBOURNE
LUKE GEORGE BRUNI
AS JOINT TENANTS (T AT344988)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1269136 EASEMENT TO DRAIN SEWAGE 3.5 METRE(S) WIDE AND
VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 3 DP1269136 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (11) IN THE S.88B INSTRUMENT
- 4 AT701437 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

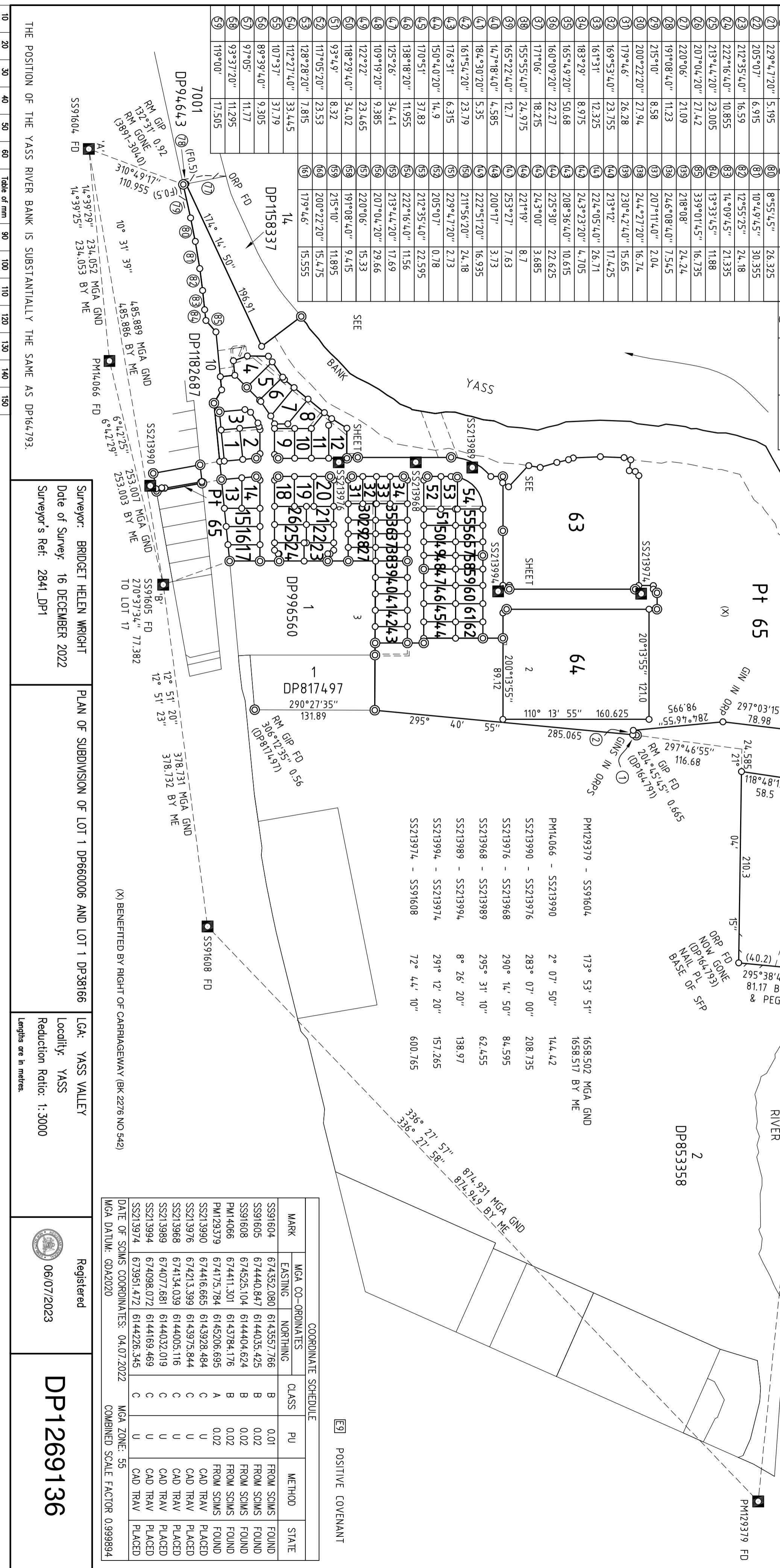
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

TABLE OF SHORT LINES

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1	295°40'55"	4.125	60	114°02'20"	15.705	62	169°53'40"	17.37
2	205°59'45"	4.95	61	133°40'20"	16.08	63	161°31'	17.16
3	218°08'	5.405	62	116°29'	11.915	64	183°29'	10.52
4	246°08'40"	4.535	63	125°12'	32.155	65	165°49'20"	42.485
5	264°39'40"	5.335	64	112°40'40"	10.355	66	160°09'20"	24.125
6	204°11'40"	5.405	65	101°23'	11.77	67	171°06'	16.72
7	244°27'20"	8.075	66	119°41'20"	25.97	68	155°55'40"	22.955
8	230°42'40"	26.635	67	156°47'	1.935	69	165°22'40"	9.645
9	213°12'	19.775	68	131°32'	12.67	70	147°18'40"	11.68
10	224°05'40"	16.095	69	131°32'	12.67	71	149°35'40"	8.84
11	243°23'20"	10.435	70	143°35'20"	19.47	72	161°54'20"	10.815
12	208°36'40"	17.205	71	139°44'	13.375	73	176°31'	2.265
13	225°30'	10.525	72	138°13'40"	22.9	74	150°40'20"	12.845
14	243°00'	5.185	73	158°11'20"	20.575	75	170°51'	31.945
15	221°19'	4.84	74	155°13'20"	20.8	76	125°26'	21.04
16	253°27'	6.75	75	164°06'20"	9.765	77	109°19'20"	8.295
17	226°25'20"	17.035	76	169°25'20"	31.59	78	122°22'	26.685
18	200°17'	6.095	77	279°14'45"	44.76	79	118°29'40"	23.915
19	222°51'20"	12.775	78	99°14'45"	3.02	80	93°49'	7.81
20	211°56'20"	21.72	79	7°53'05"	37.62	81	117°05'20"	35.755
21	229°47'20"	5.195	80	8°55'45"	26.325	82	8°55'45"	26.325
22	205°07'	6.915	81	10°49'45"	30.355	83	12°55'25"	24.18
23	212°35'40"	16.59	82	12°55'25"	24.18	84	14°09'45"	21.335
24	222°16'40"	10.855	83	14°09'45"	21.335	85	13°33'45"	11.88
25	213°44'20"	23.005	84	13°33'45"	11.88	86	339°01'45"	16.735
26	207°04'20"	27.42	85	339°01'45"	16.735	87	218°08'	24.24
27	220°06'	21.09	86	218°08'	24.24	88	207°11'40"	2.04
28	191°08'40"	11.23	87	207°11'40"	2.04	89	244°27'20"	16.74
29	215°10'	8.58	88	244°27'20"	16.74	90	230°42'40"	15.65
30	200°22'20"	27.94	89	230°42'40"	15.65	91	213°12'	17.425
31	179°46'	26.28	90	213°12'	17.425	92	224°05'40"	26.71
32	169°53'40"	23.755	91	224°05'40"	26.71	93	243°23'20"	4.705
33	161°31'	12.325	92	243°23'20"	4.705	94	208°36'40"	10.615
34	183°29'	8.975	93	208°36'40"	10.615	95	165°49'20"	50.68
35	165°49'20"	50.68	94	225°30'	22.625	96	160°09'20"	22.27
36	160°09'20"	22.27	95	225°30'	22.625	97	171°06'	18.215
37	171°06'	18.215	96	225°30'	22.625	98	155°55'40"	24.975
38	155°55'40"	24.975	97	225°30'	22.625	99	165°22'40"	12.7
39	165°22'40"	12.7	98	225°30'	22.625	100	147°18'40"	4.585
40	147°18'40"	4.585	99	225°30'	22.625	101	184°30'20"	5.335
41	184°30'20"	5.335	100	225°30'	22.625	102	211°56'20"	24.18
42	161°54'20"	23.79	101	211°56'20"	24.18	103	229°47'20"	2.73
43	176°31'	6.315	102	229°47'20"	2.73	104	150°40'20"	14.9
44	150°40'20"	14.9	103	229°47'20"	2.73	105	205°07'	0.78
45	170°51'	37.83	104	205°07'	0.78	106	212°35'40"	22.595
46	138°18'20"	11.955	105	212°35'40"	22.595	107	222°16'40"	11.56
47	125°26'	34.41	106	222°16'40"	11.56	108	213°44'20"	17.69
48	109°19'20"	9.385	107	213°44'20"	17.69	109	207°04'20"	29.66
49	122°22'	23.465	108	207°04'20"	29.66	110	220°06'	15.33
50	118°29'40"	34.02	109	220°06'	15.33	111	191°08'40"	9.415
51	93°49'	8.32	110	191°08'40"	9.415	112	215°10'	11.895
52	117°05'20"	23.53	111	215°10'	11.895	113	200°22'20"	15.475
53	128°28'20"	7.815	112	200°22'20"	15.475	114	179°46'	15.555
54	112°27'40"	33.445	113	179°46'	15.555			
55	107°37'	37.79						
56	89°39'40"	9.305						
57	97°05'	11.77						
58	93°37'20"	11.295						
59	119°00'	17.505						



SURVEYING AND SPATIAL INFORMATION REGULATION 2017 CLAUSE 69			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM14066	SS213990	+0.594	TRIGONOMETRIC LEVELLING
SS213990	SS213976	-4.275	TRIGONOMETRIC LEVELLING
SS213976	SS213968	-2.923	TRIGONOMETRIC LEVELLING
SS213968	SS213989	+0.175	TRIGONOMETRIC LEVELLING
SS213989	SS213994	+6.055	TRIGONOMETRIC LEVELLING
SS213994	SS213974	+0.374	TRIGONOMETRIC LEVELLING
SS213974	SS91608	+2.442	TRIGONOMETRIC LEVELLING
SS91608	PM14066	-2.442	TRIGONOMETRIC LEVELLING

HEIGHT DATUM: AHD71

SURVEYING AND SPATIAL INFORMATION REGULATION 2017 CLAUSE 71					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
PM14066	493.723	LB	0.02	SCMS - ADOPTED	FOUND
SS91608	496.162	LB	0.01	SCMS - DATUM VALIDATION	FOUND
SS213990	494.317	B			PLACED
SS213976	490.042	B			PLACED
SS213968	487.119	B			PLACED
SS213989	487.294	B			PLACED
SS213994	493.349	B			PLACED
SS213974	493.723	B			PLACED

DATE OF SCMS AHD VALUES: 04.07.2022
HEIGHT DATUM: AHD71

MARK	COORDINATE SCHEDULE			CLASS	PU	METHOD	STATE
	MGA CO-ORDINATES	EASTING	NORTHING				
SS91604	674352.080	6143557.766	B	0.01	FROM SCMS	FOUND	
SS91605	674440.847	6144035.425	B	0.02	FROM SCMS	FOUND	
SS91608	674525.104	6144404.624	B	0.02	FROM SCMS	FOUND	
PM14066	674411.301	6143784.176	B	0.02	FROM SCMS	FOUND	
PM129379	674175.784	6145206.695	A	0.02	FROM SCMS	FOUND	
SS213990	674416.665	6143928.484	C		CAD TRAV	PLACED	
SS213976	674213.399	6143975.844	C		CAD TRAV	PLACED	
SS213968	674134.039	6144005.116	C		CAD TRAV	PLACED	
SS213989	674077.681	6144032.019	C		CAD TRAV	PLACED	
SS213994	674098.072	6144169.469	C		CAD TRAV	PLACED	
SS213974	673951.472	6144226.345	C		CAD TRAV	PLACED	

DATE OF SCMS COORDINATES: 04.07.2022
MGA ZONE: 55
COMBINED SCALE FACTOR 0.9998994
MGA DATUM: GDA2020

THE POSITION OF THE YASS RIVER BANK IS SUBSTANTIALLY THE SAME AS DP164793.

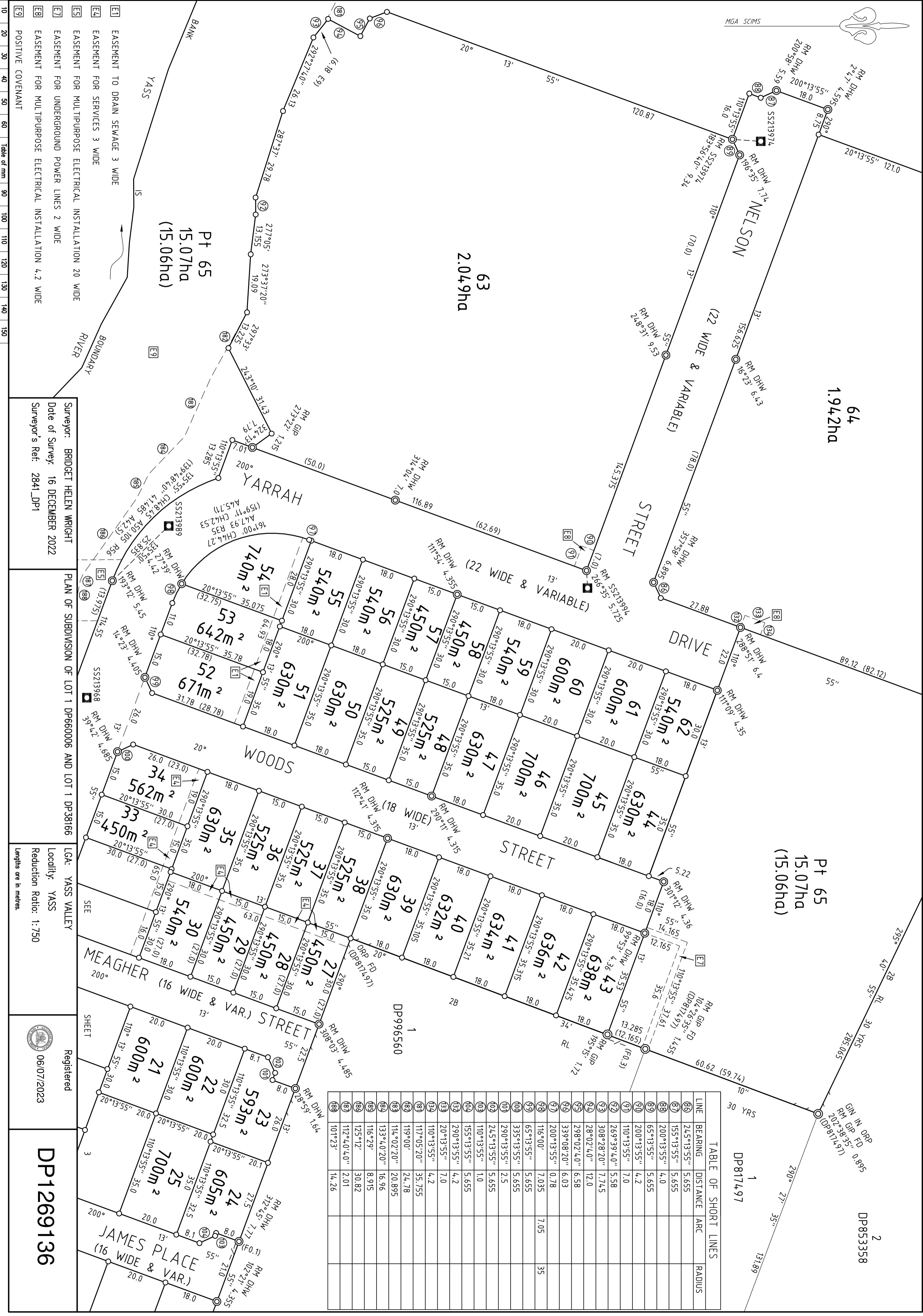
Surveyor: BRIDGET HELEN WRIGHT
Date of Survey: 16 DECEMBER 2022
Surveyor's Ref: 2841_DP1

PLAN OF SUBDIVISION OF LOT 1 DP660006 AND LOT 1 DP38166

LGA: YASS VALLEY
Locality: YASS
Reduction Ratio: 1:3000
Lengths are in metres.

Registered
06/07/2023
DP1269136





- E1 EASEMENT TO DRAIN SEWAGE 3 WIDE
- E4 EASEMENT FOR SERVICES 3 WIDE
- E5 EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 20 WIDE
- E7 EASEMENT FOR UNDERGROUND POWER LINES 2 WIDE
- E8 EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- E9 POSITIVE COVENANT

Surveyor: BRIDGET HELEN WRIGHT
 Date of Survey: 16 DECEMBER 2022
 Surveyor's Ref: 2841_DP1

PLAN OF SUBDIVISION OF LOT 1 DP660006 AND LOT 1 DP38166

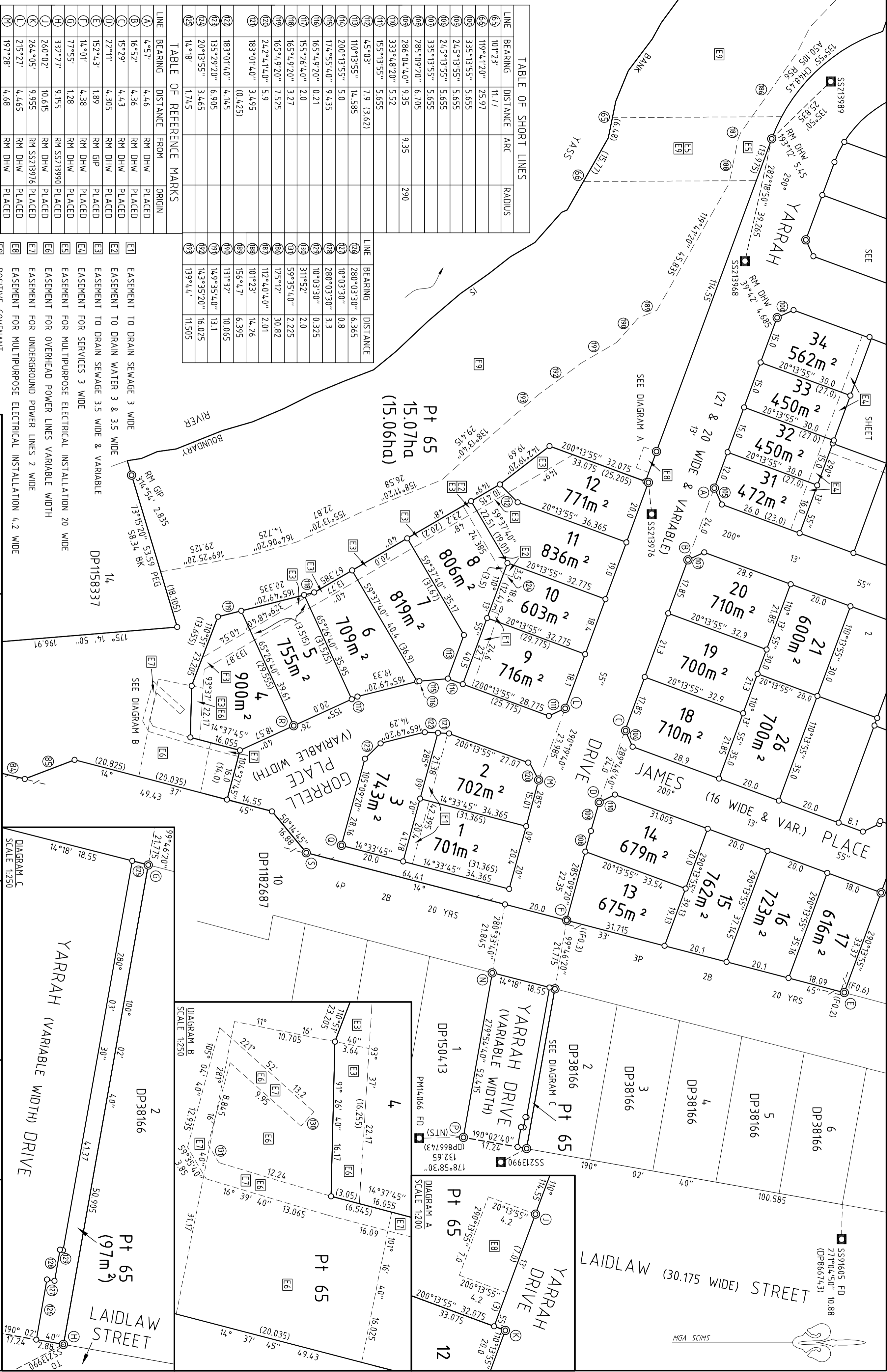
LGA: YASS VALLEY
 Locality: YASS
 Reduction Ratio: 1:750
 Lengths are in metres.

Registered
 06/07/2023

DP1269136

TABLE OF SHORT LINES

LINE	BEARING	DISTANCE	ARC	RADIUS
86	245°13'55"	5.655		
87	155°13'55"	5.655		
88	200°13'55"	4.0		
89	65°13'55"	5.655		
90	200°13'55"	4.2		
91	110°13'55"	7.0		
92	269°39'40"	5.58		
93	308°28'20"	7.745		
94	28°02'40"	12.0		
95	298°02'40"	6.58		
96	339°08'20"	6.03		
97	200°13'55"	0.78		
98	116°00'	7.035		
99	65°13'55"	5.655		
100	335°13'55"	5.655		
101	290°13'55"	2.5		
102	245°13'55"	5.655		
103	110°13'55"	1.0		
104	155°13'55"	5.655		
105	290°13'55"	4.2		
106	20°13'55"	7.0		
107	117°05'20"	35.755		
108	119°00'	24.78		
109	114°02'20"	20.895		
110	133°40'20"	16.96		
111	116°29'	8.915		
112	125°12'	30.82		
113	112°40'40"	2.01		
114	101°23'	14.26		



Pt 65
15.07ha
(15.06ha)

LINE	BEARING	DISTANCE	ARC	RADIUS
65	101°23'	11.77		
66	119°41'20"	25.97		
67	335°13'55"	5.655		
68	245°13'55"	5.655		
69	245°13'55"	5.655		
70	335°13'55"	5.655		
71	285°09'20"	6.705		
72	286°04'40"	9.35		290
73	333°48'20"	5.52		
74	155°13'55"	5.655		
75	45°03'	7.9 (3.62)		
76	110°13'55"	14.585		
77	200°13'55"	5.0		
78	174°55'40"	9.435		
79	165°49'20"	0.21		
80	155°26'40"	2.0		
81	165°49'20"	3.27		
82	165°49'20"	7.525		
83	242°41'40"	5.9		
84	183°01'40"	3.495 (0.425)		
85	183°01'40"	4.145		
86	135°29'20"	6.905		
87	20°13'55"	3.465		
88	14°18'	1.745		

LINE	BEARING	DISTANCE
26	280°03'30"	6.365
27	10°03'30"	0.8
28	280°03'30"	3.3
29	10°03'30"	0.325
30	311°52'	2.0
31	59°35'40"	2.225
32	125°12'	30.82
33	112°40'40"	2.01
34	10°23'	14.26
35	156°47'	6.395
36	131°32'	10.065
37	149°35'40"	13.1
38	143°35'20"	16.025
39	139°44'	11.505

LINE	BEARING	DISTANCE
40	139°44'	11.505
41	139°44'	11.505
42	139°44'	11.505
43	139°44'	11.505
44	139°44'	11.505
45	139°44'	11.505
46	139°44'	11.505
47	139°44'	11.505
48	139°44'	11.505
49	139°44'	11.505
50	139°44'	11.505
51	139°44'	11.505
52	139°44'	11.505
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56	139°44'	11.505
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58	139°44'	11.505
59	139°44'	11.505
60	139°44'	11.505
61	139°44'	11.505
62	139°44'	11.505
63	139°44'	11.505
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65	139°44'	11.505
66	139°44'	11.505
67	139°44'	11.505
68	139°44'	11.505
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81	139°44'	11.505
82	139°44'	11.505
83	139°44'	11.505
84	139°44'	11.505
85	139°44'	11.505
86	139°44'	11.505
87	139°44'	11.505
88	139°44'	11.505
89	139°44'	11.505
90	139°44'	11.505
91	139°44'	11.505
92	139°44'	11.505
93	139°44'	11.505
94	139°44'	11.505
95	139°44'	11.505
96	139°44'	11.505
97	139°44'	11.505
98	139°44'	11.505
99	139°44'	11.505
100	139°44'	11.505

TABLE OF REFERENCE MARKS

- E1 EASEMENT TO DRAIN SEWAGE 3 WIDE
- E2 EASEMENT TO DRAIN WATER 3 & 3.5 WIDE
- E3 EASEMENT TO DRAIN SEWAGE 3.5 WIDE & VARIABLE
- E4 EASEMENT FOR SERVICES 3 WIDE
- E5 EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 20 WIDE
- E6 EASEMENT FOR OVERHEAD POWER LINES VARIABLE WIDTH
- E7 EASEMENT FOR UNDERGROUND POWER LINES 2 WIDE
- E8 EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- E9 POSITIVE COVENANT

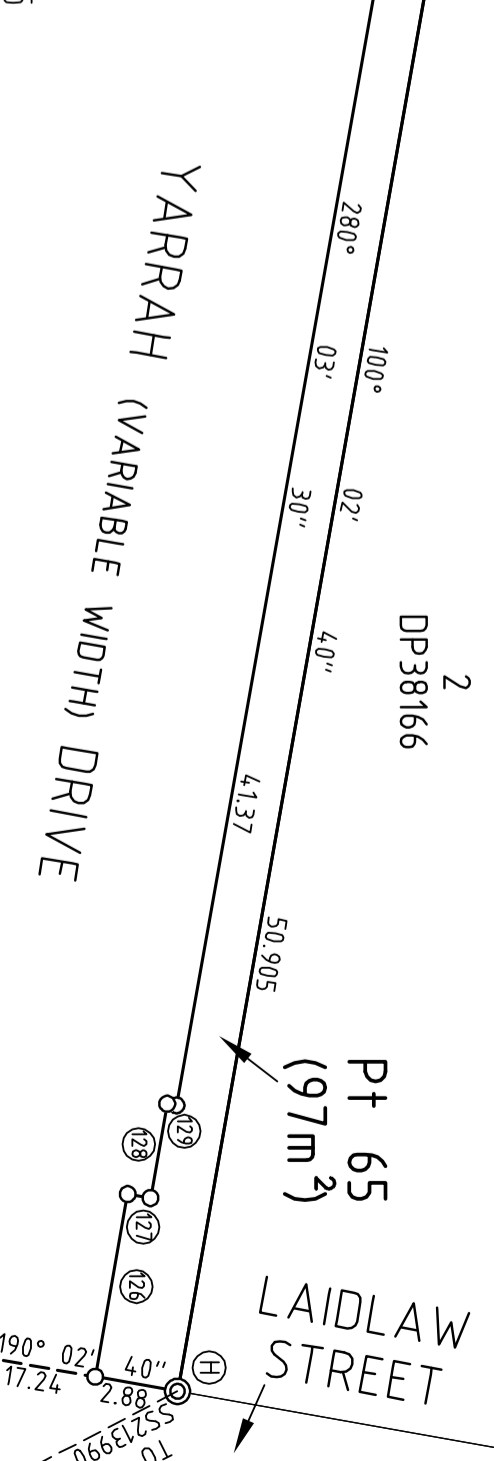
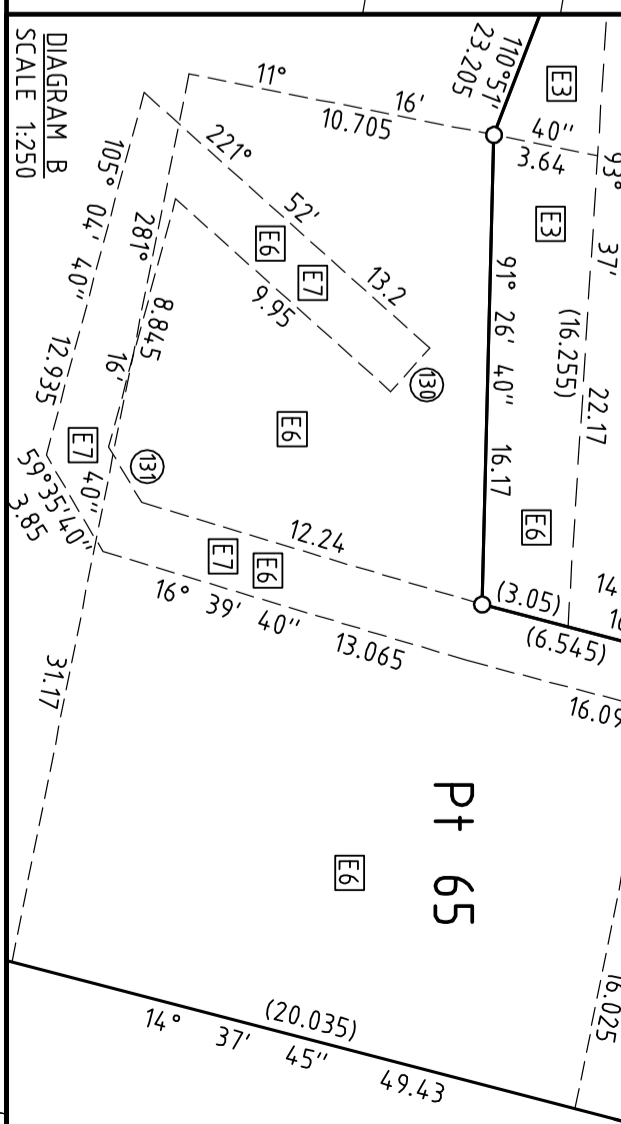
Surveyor: BRIDGET HELEN WRIGHT
Date of Survey: 16 DECEMBER 2022
Surveyor's Ref: 2841_DP1

PLAN OF SUBDIVISION OF LOT 1 DP660006 AND LOT 1 DP38166

LGA: YASS VALLEY
Locality: YASS
Reduction Ratio: 1:750
Lengths are in metres.


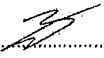
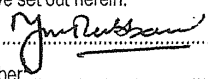
Registered
06/07/2023


DP1269136




PLAN FORM 6 (2019)


WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)															
<p>Registered:  06/07/2023</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1269136</h1> <p>Office Use Only</p>																
<p>PLAN OF SUBDIVISION OF LOT 1 DP660006 AND LOT 1 DP38166</p>	<p>LGA: YASS VALLEY</p> <p>Locality: YASS</p> <p>Parish: YASS</p> <p>County: KING</p>																
<p style="text-align: center;">Survey Certificate</p> <p>I, BRIDGET HELEN WRIGHT of DPS, YASS NSW 2582</p> <p>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 16 DECEMBER 2022, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, 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 <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: A - B</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 28/04/2023</p> <p>Surveyor Identification No: 8727</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</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:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>																
<p>Plans used in the preparation of survey/compilation.</p> <table style="width:100%; border: none;"> <tr> <td>DP1182687</td> <td>DP1158337</td> <td>DP866743</td> </tr> <tr> <td>DP817497</td> <td>DP660006</td> <td>DP164793</td> </tr> <tr> <td>DP164792</td> <td>DP164791</td> <td>DP152872</td> </tr> <tr> <td>DP157561</td> <td>DP150413</td> <td>DP88348</td> </tr> <tr> <td>DP38166</td> <td>3891-3040</td> <td>630-3040</td> </tr> </table>	DP1182687	DP1158337	DP866743	DP817497	DP660006	DP164793	DP164792	DP164791	DP152872	DP157561	DP150413	DP88348	DP38166	3891-3040	630-3040	<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>MUZAFFAR RIZWAN</u>.....</p> <p>*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: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>YASS VALLEY COUNCIL</u></p> <p>Date of endorsement: <u>4 July 2023</u></p> <p>Subdivision Certificate number: <u>13/2023</u></p> <p>File number: <u>DA180913</u></p> <p>*Strike through if inapplicable.</p>	
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DP817497	DP660006	DP164793															
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DP157561	DP150413	DP88348															
DP38166	3891-3040	630-3040															
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE YARRAH DRIVE, GORRELL PLACE, JAMES PLACE, MEAGHER STREET, WOODS STREET AND NELSON STREET TO THE PUBLIC AS PUBLIC ROAD.</p>	<p>Surveyor's Reference: 2841_DP1</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 5 sheet(s)																																																																																																																																																												
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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 5 sheet(s)		
Registered:  06/07/2023	Office Use Only			
PLAN OF SUBDIVISION OF LOT 1 DP660006 AND LOT 1 DP38166		DP1269136		
Subdivision Certificate number: 13/2023 Date of Endorsement: 4 July 2023		Office Use Only This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 		
Street addresses cont.				
Lot	Street number	Street name	Street type	Locality
31	11	YARRAH	DRIVE	YASS
32	13	YARRAH	DRIVE	YASS
33	15	YARRAH	DRIVE	YASS
34	1	WOODS	STREET	YASS
35	3	WOODS	STREET	YASS
36	5	WOODS	STREET	YASS
37	7	WOODS	STREET	YASS
38	9	WOODS	STREET	YASS
39	11	WOODS	STREET	YASS
40	13	WOODS	STREET	YASS
41	15	WOODS	STREET	YASS
42	17	WOODS	STREET	YASS
43	19	WOODS	STREET	YASS
44	18	WOODS	STREET	YASS
45	16	WOODS	STREET	YASS
46	14	WOODS	STREET	YASS
47	12	WOODS	STREET	YASS
48	10	WOODS	STREET	YASS
49	8	WOODS	STREET	YASS
50	6	WOODS	STREET	YASS
51	4	WOODS	STREET	YASS
52	2	WOODS	STREET	YASS
53	21	YARRAH	DRIVE	YASS
54	23	YARRAH	DRIVE	YASS
55	25	YARRAH	DRIVE	YASS
56	27	YARRAH	DRIVE	YASS
57	29	YARRAH	DRIVE	YASS
58	31	YARRAH	DRIVE	YASS
59	33	YARRAH	DRIVE	YASS
60	35	YARRAH	DRIVE	YASS
If space is insufficient use additional annexure sheet				
Surveyor's Reference: 2841_DP1				

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 5 sheet(s)

Registered:  06/07/2023 Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 1 DP660006
 AND LOT 1 DP38166**

DP1269136

Subdivision Certificate number: 13/2023
 Date of Endorsement: 4 JULY 2023

- 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.

Street addresses cont.

Lot	Street number	Street name	Street type	Locality
61	37	YARRAH	DRIVE	YASS
62	39	YARRAH	DRIVE	YASS
63	N/A	NELSON	STREET	YASS
64	N/A	NELSON	STREET	YASS
65	N/A	NELSON	STREET	YASS

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




1. EASEMENT TO DRAIN SEWAGE 3 WIDE
2. EASEMENT TO DRAIN WATER 3 & 3.5 WIDE
3. EASEMENT TO DRAIN SEWAGE 3.5 WIDE & VARIABLE
4. EASEMENT FOR SERVICES 3 WIDE
5. RESTRICTION ON THE USE OF LAND
6. POSITIVE COVENANT
7. EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 20 WIDE
8. EASEMENT FOR OVERHEAD POWER LINES VARIABLE WIDTH
9. EASEMENT FOR UNDERGROUND POWER LINES 2 WIDE
10. EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND


 CHARLES DERMOT TERRANT WALKER
 DIRECTOR/SECRETARY
 WMDGROUPTHOLDINGS PTY LTD
 ABN 73 623 927 784


 JAMES TERRANT WALKER
 DIRECTOR/SECRETARY
 WMDGROUPTHOLDINGS PTY LTD
 ABN 73 623 927 784

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2841_DP1

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 5 sheet(s)
Registered:  06/07/2023	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 1 DP660006 AND LOT 1 DP38166		DP1269136
Subdivision Certificate number: <u>13/2023</u>	Date of Endorsement: <u>4 JULY 2023</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• 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.
EXECUTED FOR AND ON BEHALF OF NATIONAL AUSTRALIA BANK FOR MORTGAGES AN666806 AND AN288978:		
<div style="border: 1px solid black; padding: 10px; margin: 20px auto; width: 80%;"><p>Mortgagee under Mortgage No. AN288978 & AN666806 Signed at <u>107 Comur St Yass</u> this <u>22</u> day of <u>June</u> 20<u>23</u> for National Australia Bank Limited ABN 12 004 044 937 by <u>MITCHELL HARRIS</u> AGRIBUSINESS MANAGER its duly appointed Attorney under Power of Attorney No. 39 Book 4512</p><p><u></u> Attorney Signature, Level <u>2</u> Attorney</p><p><u></u> Witness Signature</p><p><u>CHRISTOPHER DAVIES</u> Witness Name <u>107 Comur Street</u> <u>Yass NSW 2582</u> Witness Address</p></div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 2841_DP1		

Sheet 1 of 6

**Instrument setting out terms of easements or Profits a Prendre intended to be created and of
Restrictions on the Use of Land or Positive Covenants intended to be created
Pursuant to Sections 88B of the Conveyancing Act, 1919**

Plan: **DP1269136**

Plan of Subdivision of Lot 1 DP660006 and
Lot 1 DP38166 covered by Council Clerk's
Certificate No. *13/2023*
of Yass Valley Council dated: *4 July 2023*

Full name and address of the Owner of Lot 1
DP660006 and Lot 1 DP38166:

WMDGROUPTHOLDINGS PTY LTD
44 Petit Street, Yass NSW 2582

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 parcels	Benefited Lot(s) road(s) bodies or Prescribed Authorities
1	Easement to Drain Sewage 3 wide	Lots 1, 2, 9, 10, 52-54	Yass Valley Council
2	Easement to Drain Water 3 & 3.5 wide	Lots 8 & 10	Yass Valley Council
3	Easement to Drain Sewage 3.5 wide & variable	Lots 4-8, 11, 12	Yass Valley Council
4	Easement for Services 3 wide	Lots 27-34	Yass Valley Council
5	Restriction on the Use of Land	Lot 63	Yass Valley Council
6	Positive Covenant	Part Lot 65	Yass Valley Council
7	Easement for Multipurpose Electrical Installation 20 wide	Lot 65	Essential Energy ABN 37 428 185 226
8	Easement for Overhead Power Lines variable width	Lots 4 & 65	Essential Energy ABN 37 428 185 226

Plan: **DP1269136**

Plan of Subdivision of Lot 1 DP660006 and
Lot 1 DP38166 covered by Council Clerk's
Certificate No. *13/2023*
of Yass Valley Council dated: *4 July 2023*

Part 1 (Creation) cont.

9	Easement for Underground Power Lines 2 wide	Lot 65	Essential Energy ABN 37 428 185 226
10	Easement for Multipurpose Electrical Installation 4.2 wide	Lots 63, 64 & 65	Essential Energy ABN 37 428 185 226
11	Restriction on the Use of Land	Lots 1-65	Yass Valley Council
12	Restriction on the Use of Land	Lot 3	Yass Valley Council

Part 2 (Terms)

Terms of Restriction on the use of land fifthly referred to in the abovementioned plan

None of the lots burdened shall be developed until new sewerage infrastructure such as gravity sewers, pump stations, rising mains etc. is approved by Yass Valley Council and installed by the developer to transfer the sewage directly to Yass Sewage Treatment Plant. All the associated costs shall be borne by the developer.

Terms of Positive Covenant sixthly referred to in the abovementioned plan

A Riparian Corridor Management Plan (RCMP) prepared by a suitably qualified ecologist shall be submitted to Council for approval for any development within the river corridor area (E9). The RCMP shall detail management actions consistent with maintaining native derived grassland, Golden Sun Moth, Striped Legless Lizard populations and other biodiversity values of the riparian corridor consistent with the detailed design for the river corridor and parkland open spaces.

Terms of Easement for Multipurpose Electrical Installation 20 Wide numbered seventhly in the abovementioned plan:

Easement for Multipurpose Electrical Installation (E5), the terms of which are set out in Part C of the Memorandum AG189384.

Terms of Easement for Overhead Power Lines variable width numbered eighthly in the abovementioned plan:

Easement for Overhead Power Lines variable width (E6), the terms of which are set out in Part A of the Memorandum AG189384.

Plan: **DP1269136**

Plan of Subdivision of Lot 1 DP660006 and
Lot 1 DP38166 covered by Council Clerk's
Certificate No. *13/2023*
of Yass Valley Council dated: *4 July 2023*

Part 2 (Terms) cont.

Terms of Easement for Underground Power Lines 2 wide numbered ninthly in the abovementioned plan:

Easement for Underground Power Lines 2 wide (E7), the terms of which are set out in Part B of the Memorandum AG189384.

Terms of Easement for Multipurpose Electrical Installation 4.2 wide numbered tenthly in the abovementioned plan:

Easement for Multipurpose Electrical Installation (E8), the terms of which are set out in Part C of the Memorandum AG189384.

Terms of Restriction on the use of land eleventhly referred to in the abovementioned plan:

None of the lots burdened shall extract groundwater.

Terms of Restriction on the use of land twelfthly referred to in the abovementioned plan:

No basement construction can occur on the lot burdened.

The entity empowered to release, vary or modify the provisions of the Easements firstly, secondly, thirdly and fourthly referred to is Yass Valley Council.

The entity empowered to release, vary or modify the provisions of the Restriction on the Use of the Land fifthly, eleventhly and twelfthly referred to is Yass Valley Council.

The entity empowered to release, vary or modify the provisions of the Positive Covenant sixthly referred to is Yass Valley Council.

The entity empowered to release, vary or modify the provisions of the Easement for Multipurpose Electrical Installation numbered seventhly and tenthly in the plan is Essential Energy or its successors or assigns.

The entity empowered to release, vary or modify the provisions of the Easement for Overhead Power Lines numbered eighthly in the plan is Essential Energy or its successors or assigns.

The entity empowered to release, vary or modify the provisions of the Easement for Underground Power Lines numbered ninthly in the plan is Essential Energy or its successors or assigns.

DP1269136

Sheet 4 of 6

Dated: 4 July 2023

Plan of Subdivision of Lot 1 DP660006 and
Lot 1 DP38166 covered by Council Clerk's
Certificate No. 13/2023
of Yass Valley Council dated: 4 July 2023

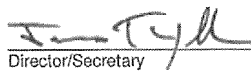
Signed by WMDGROUPTHOLDINGS PTY
LTD ABN 73 623 927 784 pursuant to s127
of the Corporations Act by authority of its
directors:



Director/Secretary

CHARLES DERMOT TERRANT WALKER

Name of Director/Secretary



Director/Secretary

JAMES TERRANT WALKER

Name of Director/Secretary

Executed by Yass Valley Council by its
authorised delegate pursuant to Section 377
Local Government Act 1993 and I certify that
I am an eligible witness and that the
delegate signed in my presence:



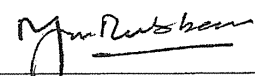
Signature of witness

VINH NGO

Name of witness (print)

209 COMUR ST, YASS

Address of witness



Signature of authorised delegate

MUZAFFAR RUBANI

Authorised delegate's name

DEVELOPMENT PLANNER


Authority of delegate

DP1269136


Sheet 5 of 6

Executed by **ESSENTIAL ENERGY** by its duly appointed attorney under registered Power of Attorney Book 4745 number 85 in the presence of:

Plan of Subdivision of Lot 1 DP660006 and Lot 1 DP38166 covered by Council Clerk's Certificate No. 13/2023 of Yass Valley Council dated: 4 July 2023



Signature of witness



Signature of attorney

MELINDA WHITE

Name of witness (print)

MARTIN ENSLIN, HEAD OF LEASE

Name of attorney

8 BULLER ST, PORT MACQUARIE



Address of witness

DP1269136

Plan of Subdivision of Lot 1 DP660006 and
Lot 1 DP38166 covered by Council Clerk's
Certificate No. 13/2023
of Yass Valley Council dated: 4 July 2023

Sheet 6 of 6

Executed by National Australia Bank for Mortgage AN666806 and AN288978:

Mortgagee under Mortgage No. AN288978 & AN666806
Signed at <u>107 Comur St, Yass</u> this <u>22</u> day of <u>June</u> .
20 <u>22</u> for National Australia Bank Limited ABN 12 004
044 937 by _____ MITCHELL HARRIS AGRIBUSINESS MANAGER
its duly appointed Attorney under Power of Attorney No. 39 Book 4512

_____ Attorney Signature, Level <u>2</u> Attorney

_____ Witness Signature
<u>CHRISTOPHER DAVIES</u>
_____ Witness Name
<u>107 Comur Street</u> <u>Yass NSW 2582</u>
_____ Witness Address

REGISTERED:



06/07/2023

Planning Certificate

Section 10.7(2) Environmental Planning and Assessment Act

Issued 18 February 2026

Application Details

Application Name	Info Track Pty Ltd
Certificate No.	PC2602181637
Applicant Reference	10315377

Land to which Certificate relates

Address	7 Gorrell Place, YASS
Legal Description	LOT 6 DP 1269136

Planning Instruments and Development Control Plans

State Environmental Planning Policies	Refer Schedule A
Draft State Environmental Planning Policies	Nil
Local Environmental Plan	Yass Valley Local Environmental Plan 2013 (the LEP) (Accompanying maps can be viewed here)
Draft Local Environmental Plan	No
Development Control Plan	Yass Valley Council Development Control Plan 2024
Draft Development Control Plan	No

Yass Valley Local Environmental Plan 2013

Zone of the land	R1 General Residential
Purposes for which development may be carried out without the need for development consent	R1 - Environmental protection works; Home-based child care; Home businesses; Home occupations

Purposes for which development may be carried out with development consent	R1 - Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Flood mitigation works; Group homes; Hostels; Hotel or motel accommodation; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Signage; Take away food and drink premises; Tank-based aquaculture; Water supply systems
Purposes for which development is prohibited	R1 - Water treatment facilities; Any other development not specified in item 2 (b)(i) or 2(b)(ii)
Additional permitted uses	No
Development standard that specifies fixed minimum land dimensions for the erection of a dwelling house on the land	No
The land is in a conservation area , including heritage conservation?	No
There is an item of environmental heritage situated on the land	No

Contributions Plans

[Yass Valley Development Contributions Plan 2018](#)

[Yass Valley Heavy Haulage Contributions Plan 2021](#)

Exempt Development

Pursuant to clauses 1.16(1)(b1) to (d) and 1.16A of E&C SEPP, exempt development may/may not be carried out on the land in accordance with the table below.

General Exempt Development Code	Yes
Advertising and Signage Exempt Development Code	Yes
Temporary Uses and Structures Exempt Development Code	Yes
There is exempt development codes varied pursuant to clause 1.12 E&C SEPP in relation to the land	No

Complying Development

Pursuant to 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), complying development may/may not be carried out on the land in accordance with the table below.

Housing Code	R1 - No, the code is not applicable to Yass Valley LGA.
Rural Housing Code	R1 - No, the code is not applicable to Yass Valley LGA.
Low Rise Housing Diversity Code	R1 - Yes
Greenfield Housing Code	R1 - No, the code is not applicable to Yass Valley LGA.
Inland Code	R1 - Yes
Housing Alteration Code	R1 - Yes
General Development Code	R1 - Yes
Industrial and Business Alteration Code	R1 - Yes
Industrial and Business Buildings Code	R1 - No, the code is not applicable to land use zoning of the land.
Subdivision Code	R1 - Yes
Demolition Code	R1 - Yes
Fire Safety Code	R1 - Yes
Agritourism and Farm Stay Accommodation Code	R1 - No, the code is not applicable to land use zoning of the land.
There are complying development codes varied , pursuant to s.1.12 E&C SEPP in relation to the land	No

Site Constraints / Environmental Matters

Land slip, tidal inundation, subsidence, acid sulphate soils, coastal hazards or sea level rise	No
Bushfire prone land	Yes
Contaminated land	No
Aircraft noise	No
Salinity	No

Any other risk	No
Loose-fill asbestos insulation register of NSW Fair Trading	No
Mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017	No
The land is serviced, or to be serviced, by a private water or sewer service	No
Property vegetation plan approved and in force under Part 4 of the former Native Vegetation Act 2003	No
The land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016	No
Biodiversity stewardship site under a Biodiversity Stewardship Agreement under Part 5 of the Biodiversity Conservation Act 2016	No
Biodiversity certified land within the meaning of Part 8 Biodiversity Conservation Act 2016)	No
Any environmental planning instrument or draft environmental planning instrument (Planning Proposal) provides for the acquisition of the land by a public authority as referred to in s3.15 of the EP&A Act	No
Affected by any road widening or road realignment proposal pursuant to:	
(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

Flooding

The land or part of the land is within the flood planning area and subject to flood related development controls	No
The land or part of the land is between the flood planning area and probable maximum flood (PMF) and subject to flood related development controls	Yes

Contaminated Land Management Act 1997

The following matters are as per the [meaning](#) within the Contaminated Land Management Act 1997.

Significantly contaminated	No
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Management order	No
Approved voluntary management proposal	No
Ongoing maintenance order	No
Site audit statement (if copy provided to council)	No

State Environmental Planning Policy (Housing) 2021

Development consent issued after 11 October 2007 for seniors housing pursuant to s88(2)	No
Site compatibility certificate issued for affordable rental housing pursuant to State Environmental Planning Policy (Housing) 2021 or State Environmental Planning Policy (Affordable Rental Housing) 2009	No
If Chapter 2, Part 2, Division 1 or 5 applies to the land, there are conditions of a development consent in relation to the land that are of a kind referred to in s21(1) or 40(1)	No

Building Notice & Building Product Rectification

The following matters are as per the [meaning](#) within the Building Products (Safety) Act 2017.

Affected building notice	No
Building product rectification order that is in force in and has not been fully complied with	No
Notice of intention to make a building product rectification order has been given and is outstanding	No

Other Matters

Paper subdivision	No
An order has been made under the Trees (Disputes Between Neighbours) Act 2006	No
Annual charges under the Local Government Act 1993 for coastal protection services that relate to existing coastal protection work	No
Chapter 4 of State Environmental Planning Policy (Precincts - Western Parkland City) 2021	No
Special entertainment precinct within the meaning of s202B Local Government Act 1993	No

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 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 E&C SEPP.
- This certificate only addresses matters raised in clauses 1.16(1)(b1) to (d) and 1.16A of the 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 E&C SEPP.
- Failure to comply with the E&C SEPP means that a Complying Development Certificate issued is invalid.
- It is your responsibility to ensure that you comply with the requirements of the E&C SEPP.

Notes

- Pursuant to s10.7 Environmental Planning and Assessment Act 1979 (the 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 pursuant to s10.7(2) is in accordance with the matters prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (the Regulation) and is provided in good faith.
- Information provided in this certificate may be limited by the extent to which Council has been notified of relevant matters by the NSW Department of Planning, Housing and Infrastructure and other relevant state agencies.
- The information contained in this certificate must be read in conjunction with the provisions of the Act, the Regulation and any relevant environmental planning instruments.
- This certificate is electronically generated.
- Section 10.7(6) of the Act 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.

Schedule A

State Environmental Planning Policies

The following State Environmental Planning Policies (SEPPs) apply to the Yass Valley Local Government Area. These policies can be viewed 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, Senior's housing and Social housing.
SEPP Industry and Employment 2021	This policy includes provisions relating to advertising and 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 and Regional Development • Concurrences and Consents
SEPP Primary Production 2021	This policy includes provisions relating to 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 and Offensive Development to ensure measures are employed to reduce any adverse impact
SEPP Resources & Energy 2021	This policy includes provisions relating to mining, petroleum Production and 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 and Childcare Facilities to identify development which is minimal impact as exempt development as well as establishing assessment requirements and design 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.

SEWER SERVICE DIAGRAM

NO RECORD OF SEWER SERVICE DIAGRAM

Application Details

Applicant's Name: Info Track

Applicant's Reference: 10315377

Property Details

Address: 7 Gorrell Place, Yass

Property Description: LOT:6 DP: 1269136

Sewer Service Diagram Records

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

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

Note: *This Certificate is electronically generated.*

19/02/2026



**Fair
Trading**

Tel: 13 32 20
TTY: 02 9338 4943
ABN: 81 913 830 179
www.fairtrading.nsw.gov.au

OWNER BUILDER PERMIT

Home Building Act 1989

Carlie Brisbane
16 RIVER RD
ELDERSLIE NSW 2570

Permit: 491612P
Issued: 29/10/2024

Receipt: 10006898043-01
Amount: \$219.00

PERMIT ISSUED TO: Carlie Brisbane


FOR THE BUILDING SITE AT: 7 GORRELL PL, YASS, NSW 2582
AUSTRALIA

BUILDING WORK AUTHORISED: Constructin of a principle dwelling house
and attached secondary dwelling

DEVELOPMENT CONSENT NO: DA-240182

COUNCIL AREA: YASS (S) COUNCIL

**OTHER PERSONS WITH A
PRESCRIBED INTEREST
IN THE LAND:** MR LUKE GEORGE BRUNI



Issuing officer

**CAUTION: AS THE HOLDER OF AN OWNER-BUILDER PERMIT YOU MUST NOW
ADVISE YOUR CERTIFYING AUTHORITY (COUNCIL OR PRIVATE CERTIFIER) OF
YOUR OWNER-BUILDER PERMIT NUMBER AND DATE OF ISSUE.**

This permit is only valid when an official receipt has been imprinted.
If payment is made by cheque, the permit is conditional on the cheque being met on presentation.
*GST amount included in total fee: \$0.