

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent vendor	Robert William Thompson 20 Alan Street Yerranderie 2787	
vendor's solicitor		
date for completion	42 nd day after the contract date (clause 15) or as per clause 35	
land (address, plan details and title reference)	20 Alan Street Yerranderie 2787 Registered Plan: Lot 23 Section 2 Plan DP7898 Folio Identifier 23/2/7898	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space 1. <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Cabin	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or 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 type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other: Refer to Improvements/Inclusions attached
exclusions	
purchaser	
purchaser's solicitor	
price deposit balance	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

VENDOR	PURCHASER
<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>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person _____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held _____</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>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person _____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held _____</p> <p>Office held</p>

Choices

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

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

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

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

Land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make a **GSTRW payment** (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

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

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.

20 Alan Street Yerranderie

Improvements/Inclusions

Property: 20 Alan Street, Yerranderie

House

Carport (currently set up as undercover BBQ area and chicken coop)

Blinds and Curtains

Clothes Line

Wardrobe

Fixed floor coverings and 2 lounge rugs

Insect screens

Light fittings

Kitchen with LP Gas stove, electric refrigerator, LPG Refrigerator & wood burning cast iron stove

TV antenna (obsolete), Internet satellite dish, VAST Satellite dish

LP Gas heater

Clothes line

Single bed, double bed, artwork, 4 x Ikea wall units, dining table, chairs, television, amp & speakers

Cabin

Wooden Venetian blind and curtains

Kitchenette with built-in cupboards, LP Gas stove & Refrigerator

Insect screens

Light fittings

Solar panels x 6

2 x Single beds, 2 x Ikea wall units, television, DVD player and electric piano

Power Room

24 Volt solar charging system with battery bank

12 Volt solar charging system with 2 x battery banks

LP Gas Instant Hot Water System

Generator Shed

1 x 5kva generator

Tool Shed

Assorted tools and handyman supplies

General

Wire enclosed vegetable garden

4 x rain water tanks (approx 24,000 litres total capacity) with 3 pressure pumps

Additional clauses forming part of this contract for the sale & purchase of 20 Alan Street, Yerranderie

33 - NOTICE TO COMPLETE

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion and that such notice shall be sufficient both at law and in equity to make time of the essence in respect of the time specified in the notice.

34 - WITHDRAWAL OF NOTICE

The Vendor reserves the right, at any time or from time to time to withdraw any notice or notices served under this contract whether by separate notices or by any other notices served under this contract, but without waiving the Vendor's right to serve any subsequent notice of notices under this contract at any time.

35 – LATE COMPLETION

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor:-

35-1 - Interest on the balance of the purchase price at the rate of 8% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract inclusive. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion AND

35- 2 - The sum of three hundred and fifty dollars (\$350.00) to cover legal costs and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses, to be allowed by the defaulting party as an additional adjustment on completion.

36 - WHOLE AGREEMENT

In entering into this contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract. The Purchaser acknowledges that he relies on his own inspection, knowledge and inquiries in entering into this contract, and does not rely on any warranties or representations made by or on behalf of the Vendor except as implied by law or as expressly set out in this Contract

37 - REAL ESTATE AGENT

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty. The vendor's rights under this clause continue after completion.

38 - CAPACITY

The purchaser warrants that the purchaser has the legal capacity to enter into this contract. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

38-1 - dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor or representative and thereupon this contract will be at an end and the provisions of clause 19 apply; or

38-2 - being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

39 - PRESENT CONDITION

Subject to Section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Sale of Land) Regulation 2010 (NSW), the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (Services) and cannot take any restricted action in respect of:

39-1 - the condition, state of repair, dilapidation or infestation (if any) of the property;

39-2 - any latent or patent defect in the property;

39-3 - any environmental hazard or contamination;

39-4 - the nature, location, availability or non-availability of the Services or defects in the Services;

39-5 - whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services;

39-6 - any underground or surface storm water drain passing through or over the property or any manhole vent on the property;

39-7 - any rainwater down pipe being connected to the sewer;

39-8 - any failure to comply with the Swimming Pools Act 1992 (NSW); or

39-9 - whether or not the property complies with the regulations under the Environmental Planning and Assessment Act 1979 (NSW) relating to the installation of smoke alarms.

40 - PURCHASER'S WARRANTIES

The purchaser represents and warrants that:

40-1 - the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);

40-2 - the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and

40-3 - the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

42 - ACKNOWLEDGEMENTS

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in the clause herein 40 - Purchaser's Warranties.

43 - FINANCE

The Purchaser acknowledges that the Vendor has entered into this contract on the Purchaser's warranty that the Purchaser does not require finance in order to pay for the property or that the Purchaser shall not have any right to terminate this Contract by virtue of any non – availability of finance as at the date of completion.

44 - REDUCED DEPOSIT

The Purchaser acknowledges that the Vendor is normally entitled to require payment of a deposit equal to 10% (ten percent) of the price on the purchase price on the date of this contract. The Purchaser also acknowledges that if the Vendor has accepted a lower percentage of the price as a deposit then the following provision shall apply:

If the Purchaser defaults in the observance or performance of any of the Purchaser's obligations under this contract and the Vendor terminates the contract then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten percent (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not be limited to any remedies available to the vendor herein contained or implied notwithstanding any rule of law or equity to the contrary. Further, if the deposit paid by the Purchaser is less than ten percent (10%), the parties agree that Clause 2.9 shall be amended so the words "and to pay the interest to the parties equally" is replaced with "and to pay any and all interest to the Vendor".

45 - POSSESSION UNDER LICENCE:

With the written agreement of the Vendor and to which terms may be expressed by the Vendor in this written agreement the Purchaser may occupy the property under the following conditions:

- 1- Entry to the property is under a licence and does not create a Landlord and Tenant relationship;
- 2 - The buyer indemnifies the seller against any damages or expenses the seller incurs as a result of the buyer's possession before settlement.
- 3- The buyer must maintain the property in an 'as is' condition at the date of possession (fair wear and tear is accepted as reasonable); and
- 4 -The property must be insured to the seller's satisfaction.

46 - SERVICES

The Purchaser shall take title all existing gas, electricity, water, sewerage and draining installations and infrastructure. The Purchaser acknowledges that no external services are in existence in Yerranderie and that the Purchaser shall not be entitled to make any requisition, objection or claim for compensation in respect thereof or in respect of the nature, location, availability or non-availability of any such installations or services or the fact that there is not an easement in existence or any registered easement in regard to any such service. The Purchaser acknowledges that it is the responsibility of the Purchaser to transfer the "**Approval to operate an on site sewerage management system**" at Wollondilly Council.

47 - NO BUILDING CERTIFICATE

Subject to the provisions of the Conveyancing (Sale of Land) Regulation 2017 including the subsequent equivalent, amended or replacement Regulations, the Purchaser hereby warrants that he has prior to the signing of this Contract inspected the whole of the subject property and improvements thereon and it is agreed by and between the parties hereto that he will not any time hereafter make any objections, requisitions or claim for compensation against the Vendor:

- By reason of the fact that there are or may be any encroachments by or upon the subject land or any part thereof; or
- In respect to the position or erection or existence of any buildings, fences, structures, improvements, drains, sewer water and gas pipes, vents, electrical and telephone cables (if any); or
- In respect of any tenancy as set out in this Contract of a part of the property which is not approved as a separate dwelling by the relevant Local Council or any other government body.

48 - REQUISITIONS OF TITLE

Notwithstanding anything to the contrary contained in this Contract or implied at common law, the Purchaser acknowledges that its rights to raise Requisitions on Title in respect of this Contract and the property the subject of this Contract, shall be in the form annexed hereto.

49 – Strata Not Applicable**50 - CONFLICT WITH PRINTED CONDITIONS**

In the event of any conflict between the provisions of these Special conditions and those contained in the printed conditions of this Contract, these special conditions shall prevail.

60 - LADDERS

The Purchaser acknowledges that the extension ladder and step ladder stored at the rear of the block are the property of Ricardo Thompson of 14 Mervyn Street, Yerranderie and must be returned on request but maybe used until such a request is made.

EXECUTED as a Deed.



Title Search NSW

27/06/2024 04:38 PM

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 23/2/7898

SEARCH DATE	TIME	EDITION NO	DATE
27/6/2024	4:37 PM	6	8/10/2021

LAND

LOT 23 OF SECTION 2 IN DEPOSITED PLAN 7898
AT YERRANDERIE
LOCAL GOVERNMENT AREA WOLLONDILLY
PARISH OF THE PEAKS COUNTY OF WESTMORELAND
TITLE DIAGRAM DP7898

FIRST SCHEDULE

ROBERT WILLIAM THOMPSON (T AR501051)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 Y122782 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



LAND
REGISTRY
SERVICES

Direct Info
Quick and easy online

PRINTED ON 27/6/2024

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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5/1/03
DP 7898

(A) LOTS AFFECTED BY LAND EDGED RED.
 EXCLUDED FROM PLAN

DP 7898 ©

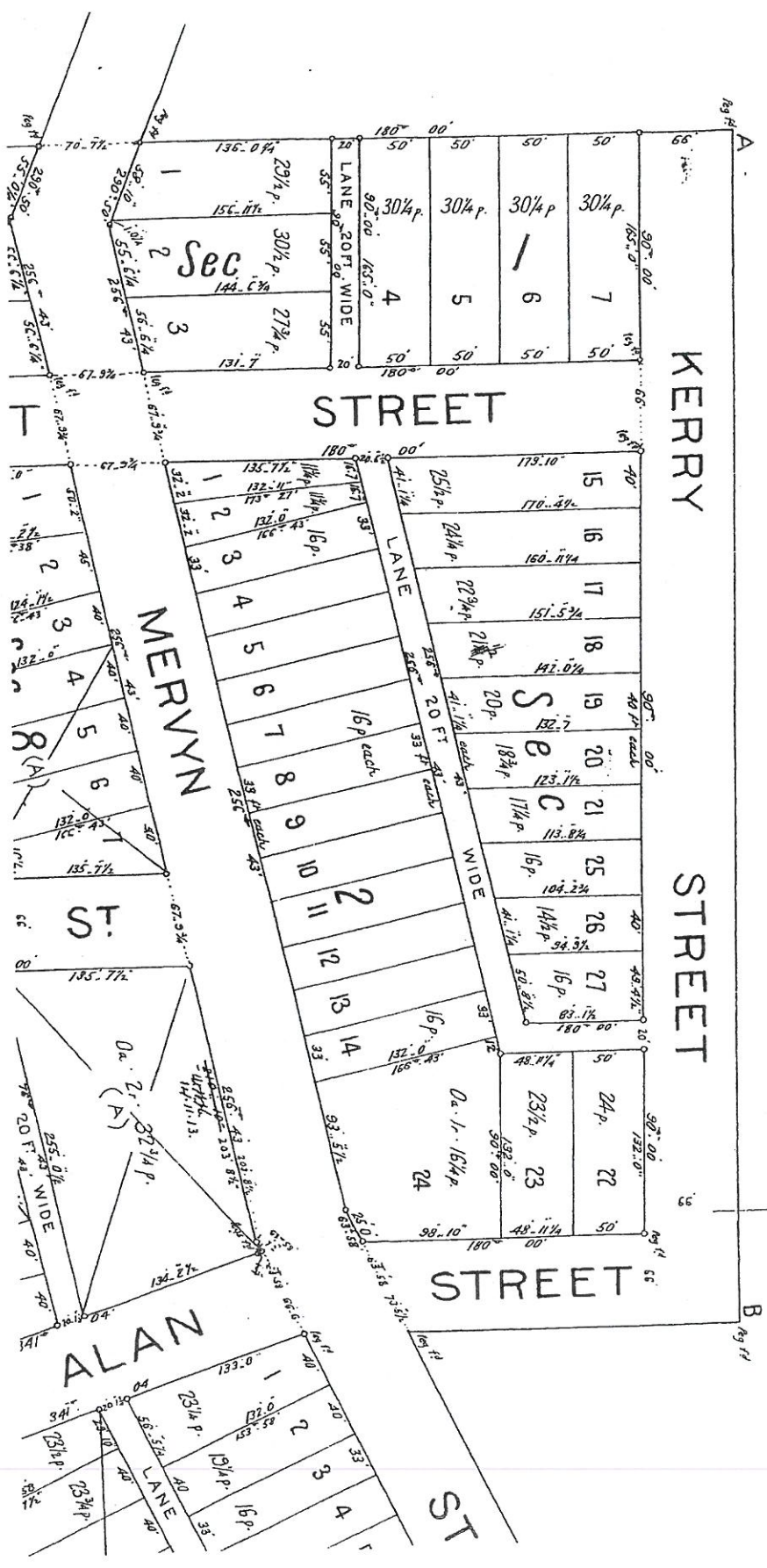
S. MCILLONDILLY

PLAN OF VILLAGE OF YERRANE WOLLONDILLY SHIRE

Parish of The Peaks. County of Westmoreland

Notes — This subdivision is cancelled as to the areas edged red vide M 22 19947

Scale 80 feet to 1 inch



PLAN

WOLLONDILLY

PLAN OF

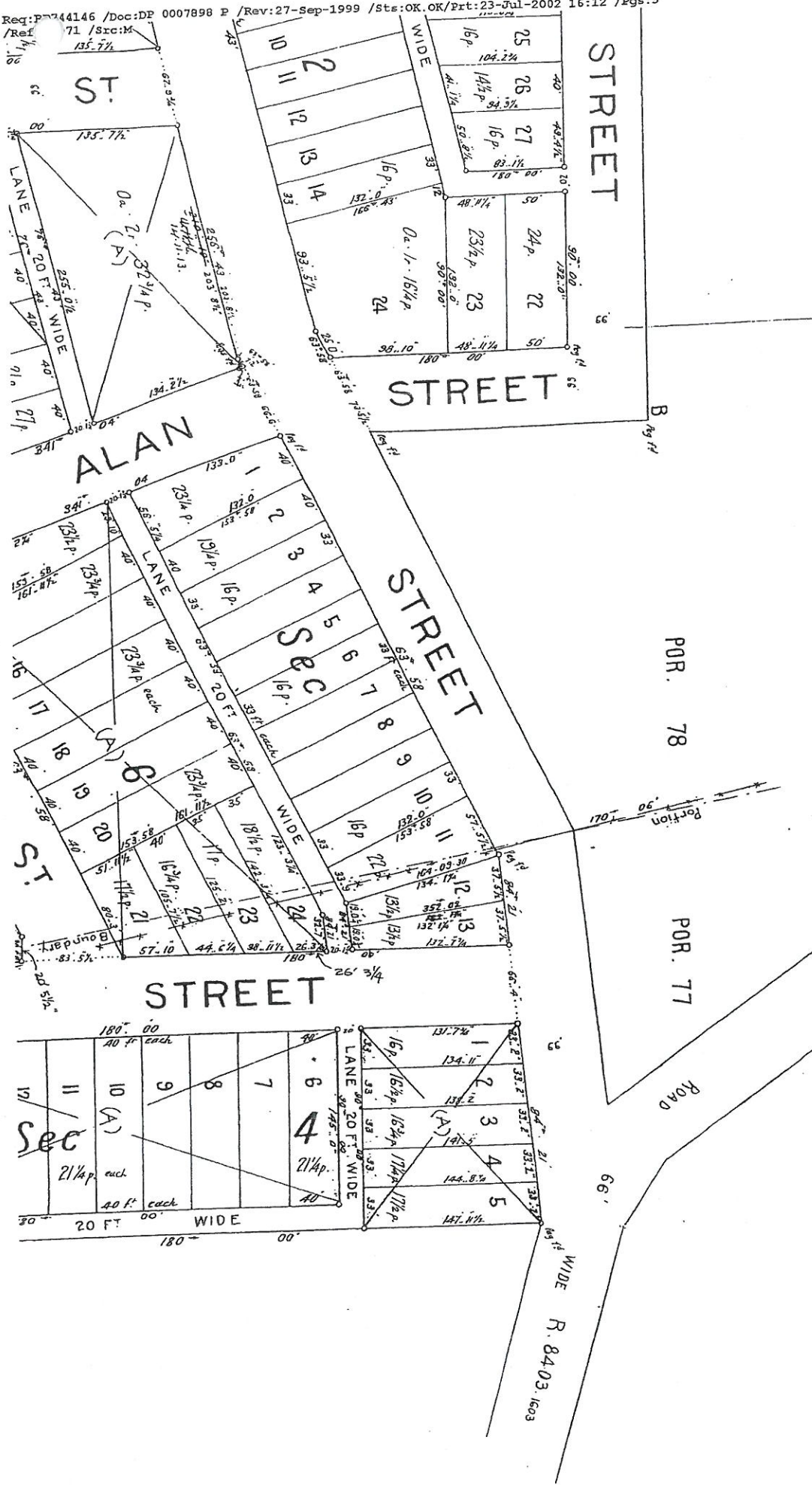
AGE OF YERRANDERIE

WOLLONDILLY SHIRE

Irish of The Peaks. County of Westmoreland

Scale 80 feet to 1 inch

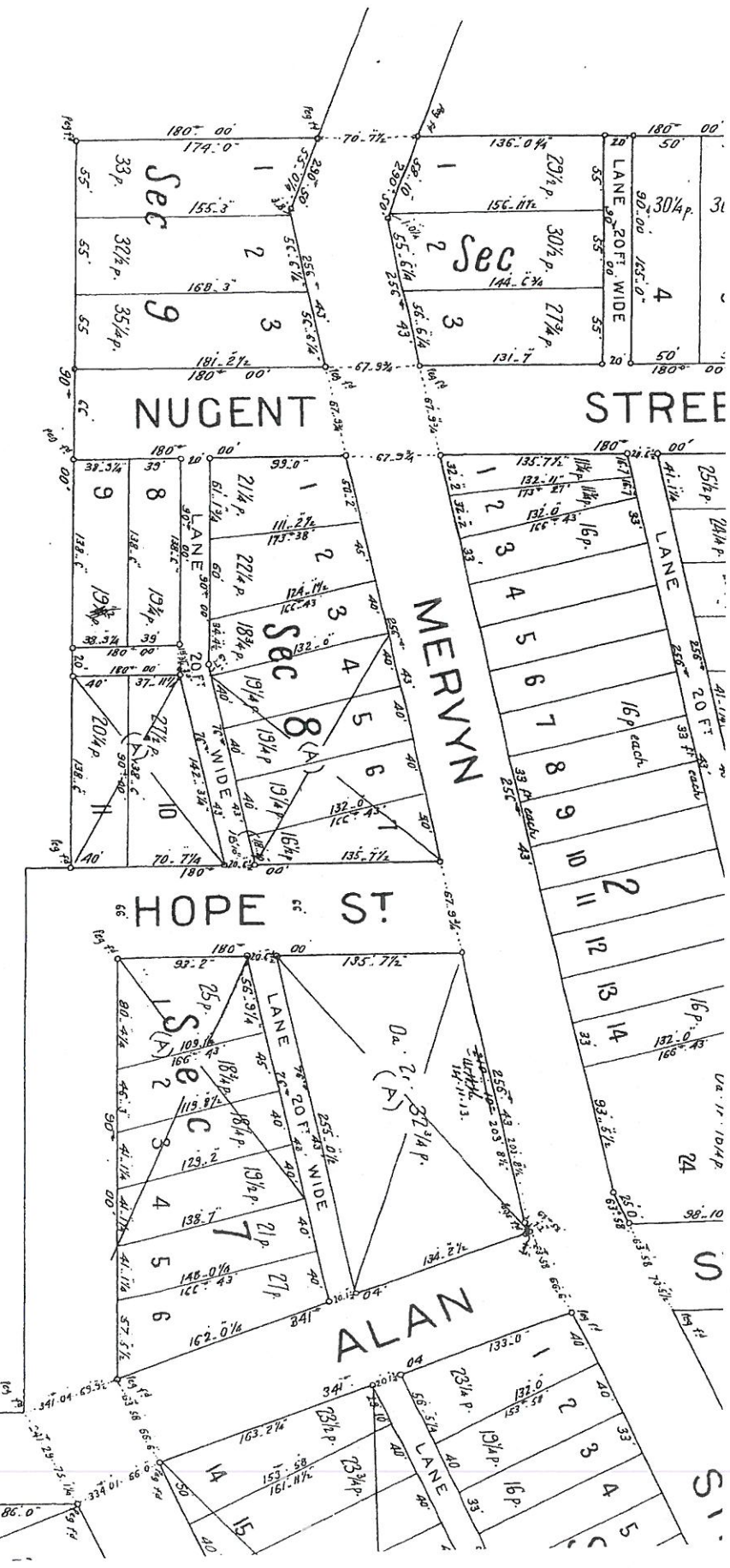
DP.7898(E)



369 32 40
 37 11 13 8 12

Approved by the Wollondilly Shire Council
 this day of July 1914

DP 7898 (E)



DECLARATION

I William Henry Howard of Trill Street Sydney
 Licensed Surveyor, specially licensed under the Real Property Act, do hereby solemnly
 and sincerely declare that the boundaries and measurements shown on this Plan are
 correct for the purposes of the said Act, and that the said Plan and the survey of
 the land to which the same relates, have been prepared and made by me, or under my
 immediate supervision, and I make this solemn declaration conscientiously believing
 the same to be true, and by virtue of the provisions of the Oaths Act 1900

Subscribed and declared before me as a Justice
 this 10th day of October A.D. 1910

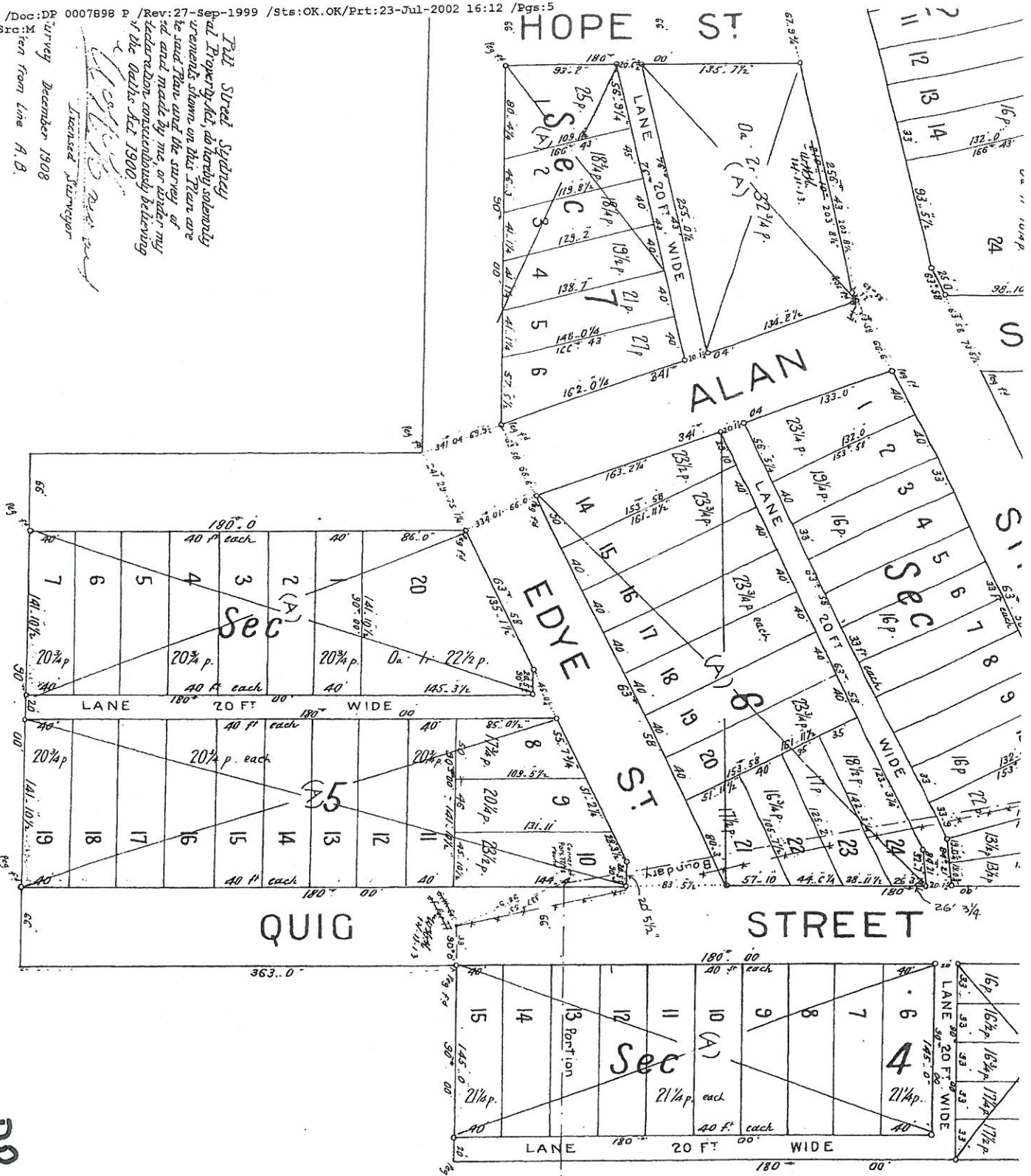
W. H. Howard
 Licensed Surveyor

W. H. Howard
 Licensed Surveyor

Date of Survey December 1908
 Aymouth taken from line A.B.

Survey December 1908
 from line A.B.

Full Street Subdivy and Property-Id, do hereby solemnly affirm that the same are true and made by me, or under my supervision, conscientiously believing in the truth of the facts stated herein.
James J. Sawyer
 Licensed Surveyor



DP 7898 ©

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 7898		
FEET INCHES	METRES	
-	9	0.23
1	0 1/4	0.31
1	1 1/4	0.335
1	1 1/2	0.395
3	-	0.915
3	8	1.12
4	2 3/4	1.29
4	5 1/8	1.35
5	-	1.275
5	7 1/2	1.715
6	-	1.83
6	3 1/4	1.91
6	7	2.005
7	7	2.185
8	3 1/2	2.525
12	-	3.66
16	7	5.035
18	10	5.74
19	0 3/4	5.81
19	3 1/4	5.875
19	3 1/2	5.895
20	-	6.095
20	1 1/4	6.13
20	1 3/4	6.14
20	5 1/2	6.235
20	6 1/2	6.26
20	3 1/4	7.095
25	-	7.62
26	3 1/4	8.005
26	5 1/2	8.26
29	2	8.89
29	10	9.095
31	7	9.625
31	7 3/4	9.645
31	11	9.73
32	-	9.755
32	2	9.805
32	7	9.93
32	10 1/2	10.02
32	11	10.035
33	-	10.06
33	2	10.11
34	4 1/2	10.475
34	11	10.645
35	-	10.67
35	7 1/2	10.86
37	5 1/2	11.415
37	11 1/4	11.365
38	2	11.685
38	9 1/4	11.815
38	11 1/2	11.875
39	-	11.885
40	-	12.19
41	1 1/4	12.53
41	10 1/2	12.765
44	6 1/4	13.57
44	6 3/4	13.585
45	-	13.715
45	0 1/4	13.72
45	10 1/2	13.985
46	-	14.02
46	3	14.095
48	11 1/4	14.915
49	4 1/2	15.05
50	-	15.24
50	2	15.29
50	8 1/2	15.455
51	2 1/4	15.6
51	11 1/2	15.835
55	-	16.765
55	0 1/4	16.77
55	3	16.84
55	6 1/4	16.925
55	7 3/4	16.96
56	5 1/4	17.07
56	6 1/4	17.225
56	9 1/4	17.305

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 7898 CONTINUED		
FEET INCHES	METRES	
56	11 1/2	17.26
57	5 3/8	17.31
57	4 1/2	17.515
57	10	17.63
58	10	17.93
60	-	18.29
60	11 1/4	18.575
61	1 3/4	18.635
61	11 1/2	18.885
66	-	20.115
66	4	20.32
66	6	20.27
67	9 3/4	20.67
68	3	20.805
69	9 1/2	21.27
70	4 1/2	21.45
70	7 1/4	21.59
70	7 1/2	21.525
73	5 1/2	22.39
74	-	22.355
75	1 1/4	22.89
80	3	24.46
80	4 1/4	24.49
83	1 1/2	25.355
83	5 1/2	25.44
85	0 1/2	25.92
86	-	26.215
93	5	26.595
93	5 1/2	26.465
94	9 1/2	28.89
98	9	30.1
98	10	30.125
99	-	30.175
105	7 1/2	32.195
109	1 1/4	33.255
109	5 1/2	33.865
111	2 1/2	33.995
113	8 1/4	34.65
119	8 1/2	35.485
123	1 1/2	37.58
123	5 1/4	37.575
124	1 1/2	37.835
125	2	38.15
129	2	39.37
131	7	40.105
131	7 3/4	40.125
131	11	40.21
132	-	40.235
132	1 1/4	40.265
132	7 3/4	40.43
133	-	40.34
134	1 1/4	40.875
134	2 1/2	40.905
134	11	41.125
135	1 1/2	41.165
135	7 1/2	41.34
136	0 1/4	41.45
138	2	42.115
138	6	42.215
138	7	42.24
141	5	43.105
141	10 1/2	43.245
142	0 1/4	43.29
142	5 1/4	43.365
144	4	42.995
144	8 1/4	44.1
145	-	44.195
145	5 1/2	44.285
147	11 1/2	45.1
148	0 1/4	45.115
151	2 1/2	46.09
151	5 3/4	46.17
153	8	47.32
156	11 1/2	47.84
161	11 1/2	49.365
162	0 1/4	49.385
163	2 1/4	49.74

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 7898 CONTINUED			
FEET INCHES	METRES		
165	-		50.29
168	3		51.28
174	-		53.04
179	10		55.41
181	2 1/2		55.23
203	8 1/2		62.09
255	0 1/2		77.74
332	7		101.37
363	-		110.64
380	4 1/4		268.33
AC	RD	P	SQ M
-	-	11 3/4	297.2
-	-	13 1/2	341.5
-	-	14 1/2	366.7
-	-	16	404.7
-	-	16 1/2	417.3
-	-	16 3/4	423.7
-	-	17	430
-	-	17 1/4	436.8
-	-	17 1/2	442.6
-	-	17 3/4	448.9
-	-	18 1/4	461.6
-	-	18 1/2	467.9
-	-	18 3/4	474.2
-	-	19 1/4	486.9
-	-	19 1/2	493.2
-	-	19 3/4	499.5
-	-	20	505.9
-	-	20 1/4	512.2
-	-	20 3/4	524.8
-	-	21	531.1
-	-	21 1/4	537.5
-	-	21 1/2	543.8
-	-	22	556.4
-	-	22 1/4	562.8
-	-	22 3/4	575.4
-	-	23 1/4	588.1
-	-	23 1/2	594.4
-	-	23 3/4	607.7
-	-	24	607
-	-	24 1/4	613.4
-	-	25	632.3
-	-	25 1/2	645
-	-	27	682.9
-	-	27 1/2	695.6
-	-	27 3/4	701.9
-	-	28 1/2	746.1
-	-	30 1/4	763.1
-	-	30 1/2	771.4
-	-	32 1/2	822.7
-	-	33	834.7
-	-	35 1/4	891.6
-	-	1 16 1/4	1425
-	-	1 22 1/2	1581
-	-	2 32 3/4	2852

RP 13A
 MCM

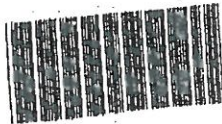
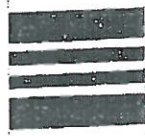
 I.E.D.

 TITAT

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STAMP DUTY



Y122782

TRANSFER
(INCLUDING EASEMENT/COVENANTS)

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

CB	1 of 1	X	R/11
\$ 54			

DESCRIPTION OF LAND
 Note (a)

LAND being transferred		Location
Torrens Title Reference	If Part Only, Delete Whole and Give Details	
VOLUME 15463. FOLIO 100	PART, LOT 23 SECTION 2 in Deposited Plan Number 7898	AT YERRANDERIE

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

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference

TRANSFEROR
 Note (c)

TONALLI PTY. LIMITED	OFFICE USE ONLY N
-----------------------------	----------------------

TRANSFEEE
 Note (d)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 2,000.00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFEEE
TREVOR JOHN GULLEY of 49 Greendale Road, Wallacia Chartered Pilot AND LAUREL MAY GULLEY of the same address His Wife
 as joint tenants/benants in common

OFFICE USE ONLY
 OVER
 JF

PRIOR ENCUMBRANCES
 Note (f)

subject to the following PR OR ENCUMBRANCES

Note (g)

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

DATE OF TRANSFER 8th November 1988
 We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
 Note (h)

Signed in my presence by the Transferor who is personally known to me.
 The Common Seal of Tonalli Pty. Limited was hereunto affixed by Authority of a resolution of the Board of Directors in the presence of:
 Name of Witness: BARRY JOHN REX WILSON
 Address and occupation of Witness: Secretary



Valery Shude
 Signatures of Transferor— Director

Note (h)

Signed in my presence by the Transferee who is personally known to me.
 Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness

BARRY JOHN REX WILSON
 Solicitor for the transferees

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

LODGED BY SCOTT ASHWOOD PTY. LIMITED LEGAL SEARCHERS & CONVEYANCING AGENTS 155 KING ST., SYDNEY 232-7082. DX. 967 Delivery Box Number 659AM	CT	OTHER <u>Auth.</u>	Herewith: In R.G.O. with
			Produced by <u>557V</u>
Extra Fee	Checked <u>Z</u> <u>EB</u> <u>EF</u>	REGISTERED <u>8-2-1989</u>	15542-21 8629-58 <u>14-3-89</u>
Registrar General		13 FEB 1989	<u>over</u>

SD11
 JF

RP 13A

SCHEDULE ONE HEREINBEFORE REFERRED TO

Notes (k) and (l)

The Transferor hereby grants/reserves

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) and (n)
Also complete
tenement's panel on
front of form

SCHEDULE THREE HEREBEFORE REFERRED TO

Notes (n) and (l)

The Transferee hereby covenants with the Transferor:

- (a) That the land hereby transferred shall not be used for any purpose other than a residential purpose.
- (b) That no more than onedwelling house shall be erected upon the land hereby transferred.
- (c) That no building or structure shall be erected upon the land hereby transferred unless the plans and specifications for the design and construction thereof shall first have been approved in writing by the ^{TRANSFEROR} Vendor or, in the event that the ^{TRANSFEROR} Vendor has ceased to exist, by the National Parks & Wildlife Service which approval shall not be unreasonably withheld in respect of plans and specifications which make provision for a design and the use of materials which are in keeping with the environment and the historic nature of the Yerranderie Village. In the event that any disagreement shall arise in respect of any applications for such approval the same shall be referred to the arbitration of a person appointed by the President for the time being of the Royal Australian Institute of Architects at the cost of the Purchaser and the decision of such arbitrator shall be final.

IT IS HEREBY AGREED THAT:

- (i) The land to which the benefit of the aforesaid restrictions is appurtenant is the residue of the land in Certificate of Title Volume 15463 Folio 100.
- (ii) The land which is subject to the burden of the aforesaid restrictions is Lot 23 of Section 2 in Deposited Plan 7898.
- (iii) The person or corporation having the right to release vary or modify the said restrictions is Tonalli Mining and Engineering Pty. Limited or, in the event that the said Company has ceased to exist, the National Parks and Wildlife Service.
- (iv) This covenant shall be automatically released on the 31st December, 1999.

RP 13A

INSTRUCTIONS FOR COMPLETION

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

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

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

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

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

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

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

Rule up all blanks.

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

- (a) Description of land.
 - (i) TORRENS TITLE REFERENCE.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
 - (ii) PART/WHOLE.—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, etc. See also sections 327 and 327AA of the Local Government Act, 1919.
 - (iii) LOCATION.—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Parish of Limmore Co. Ross.
- (b) Tenement panel.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 8514 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.
- (c) Show the full name, address and occupation or description.
- (d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.
- (e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common"; and, if the transferees hold as tenants in common, state the shares in which they hold.
- (f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.
- (g) Delete whichever words are inappropriate.
- (h) Execution.
 - GENERALLY (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
 - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
 - ATTORNEY (iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AS by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".
 - AUTHORITY (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
 - CORPORATION (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.
- (i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (j) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, p/bt for probate, L/A for letters of administration, &c.
- (k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.
- (l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.
- (m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.
- (n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS				
DIRECTION: PROP				
No. OF NAMES:				
(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) I	(E) NAME AND DESCRIPTION
		PROP		TREVOR JOHN CULLEN & LAUREL MAY CULLEN as joint tenants as regards Lot 23 section 2 DP7898 and TONALLI PTY. LIMITED as regards the residue by transfer Y122782.
SECOND SCHEDULE & OTHER DIRECTIONS				
(F) FOLIO IDENTIFIER OR RECD. DEALING & FOLIO IDENTIFIER	(G) DIRECTION	(H) NOTEN TYPE	(I) DEALING NUMBER	(K) DETAILS
	ON	CV		affecting the part being Lot 23 Section 2 DP 7898
	CT	ZU		new title to issue.



Frank McKay Building 62-64 Menangle Street, Picton NSW 2571

All Correspondance to PO Box 21, Picton NSW 2571

Telephone: 02 4677 1100 Fax: 02 4677 2339

Email: council@wollondilly.nsw.gov.au Web: www.wollondilly.nsw.gov.au

ABN: 93 723 245 808

PLANNING CERTIFICATE UNDER SECTION 10.7(2)

ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

APPLICANT:	Rob Thompson
Planning Certificate No.:	00073600
Receipt No.:	RT56063655
Issue Date:	06/11/2024
Applicant's Reference:	10-7-2-Yerranderie
Property No.:	12324

DESCRIPTION OF PROPERTY

Address:	20 Alan Street, YERRANDERIE, NSW, 2787 (P)
Land Description:	Lot: 23 Section: 2 DP: 7898

Notes:

The following prescribed matters may apply to the land to which this certificate relates and is supplied in good faith. This certificate was generated automatically under the delegated authority of the Manager Sustainable Growth.

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

If the land straddles a local government area boundary, the information in this certificate only applies to the portion of land that is located within Wollondilly Shire Council Local Government Area.

The following information is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act 1979 as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is applicable as at the date of this certificate. Note that instruments applying to this land purporting to restrict or prohibit certain development may be inconsistent.

Information provided in this certificate should be interpreted in conjunction with the relevant plans, policies and documents held at Council. In order to obtain copies of these documents you may purchase them from Council's Administration Centre at 62-64 Menangle Street, Picton or view free of charge on Council's Website www.wollondilly.nsw.gov.au.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.
- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if-
 - (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument – the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section-
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

ENVIRONMENTAL PLANNING INSTRUMENTS

Wollondilly Local Environmental Plan 2011

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Biodiversity & Conservation) 2021

State Environmental Planning Policy (Resilience & Hazards) 2021

State Environmental Planning Policy (Transport & Infrastructure) 2021

State Environmental Planning Policy (Industry & Employment) 2021

State Environmental Planning Policy (Resources & Energy) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Precincts Western Parkland City) 2021

State Environmental Planning Policy (Precincts Regional) 2021

State Environmental Planning Policy (Housing and Productivity Contributions) 2023

DEVELOPMENT CONTROL PLANS

Wollondilly Development Control Plan 2016 applies to all land covered by Wollondilly Local

Environmental Plan 2011.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENTS

Planning Proposal - Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (Wollondilly Heritage) applies to the land. The draft LEP applies to various sites and includes proposed new items and landscape conservation areas, expansion of the Picton Conservation Area and updates to existing items.

Explanation of Intended Effect (Outdoor dining & fun experiences) – proposed amendments to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP)

Explanation of Intended Effect for a Regional Infrastructure Contributions Proposed State Environmental Planning Policy

Explanation of Intended Effect (In-fill affordable housing, group homes, supportive accommodation and other provisions) – proposed amendments to State Environmental Planning Policy (Housing) 2021 (Housing SEPP)

Explanation of Intended Effect (Manufactured Home Estates, Caravan Parks and Camping Grounds) 2023 – proposed amendments to State Environmental Planning Policy (Housing) 2021 (Housing SEPP) and other legislation

Explanation of Intended Effect (Changes to create low and mid-rise housing) – proposed introduction of a state environmental planning policy

DRAFT DEVELOPMENT CONTROL PLANS

There are no Draft Development Control Plans that apply to the land.

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

WOLLONDILLY LOCAL ENVIRONMENTAL PLAN 2011

- a. the identity of the zone, whether by reference to-
 - i. a name, such as “Residential Zone” or “Heritage Area”, or
 - ii. a number, such as “Zone No 2 (a)”,

Zone C3 Environmental Management

- b. the purpose for which development in the zone-

- i. may be carried out without development consent:

Dairy (pasture-based); Home occupations and development listed in Schedule 2 of Wollondilly Local Environmental Plan 2011 provided it meets the criteria in that Schedule.

- ii. may not be carried out except with development consent:

Bee keeping; Camping grounds; Dwelling houses; Environmental facilities; Environmental protection works; Flood mitigation works; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Information and education facilities; Markets; Oyster aquaculture; Pond-based aquaculture; Roads; Roadside stalls; Tank-based aquaculture; Water recreation structures; Water supply systems.

- iii. is prohibited:

Industries; Local distribution premises; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any development not specified in item (i) or (ii).

- c. whether additional permitted uses apply to the land,

There are no additional permitted uses which apply to the land.

- d. whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

Yes, there are development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house. Refer to the Development Standards Information below for more details.

e. whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

The land is not in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

f. whether the land is in a conservation area, however described,

The land is located within a Heritage Conservation Area as provided by clause 5.10 and Schedule 5 Part 2 of Wollondilly Local Environmental Plan 2011.

g. whether an item of environmental heritage, however described, is located on the land

The land does not contain an item of environmental heritage.

Development Standards Information

Yes, Clause 4.2A of the Wollondilly Local Environmental Plan 2011 sets the minimum land dimensions for the erection of a dwelling house on the lot and whether there is a dwelling entitlement.

Development consent for the erection of a dwelling house (if no dwelling house has been erected) may only be granted in one of the following circumstances:

- to replace an existing lawfully erected dwelling house; or
- where the lot was not created for the purpose of primary production under clause 4.2 of Wollondilly Local Environmental Plan 2011; or
- the lot was created before the commencement of Wollondilly Local Environmental Plan 2011 (i.e. before 23 February 2011) and a dwelling house was permissible immediately before that commencement; or
- the lot resulted from a subdivision and the development consent (or equivalent) was granted before the commencement of Wollondilly Local Environmental Plan 2011 (i.e. 23 February 2011) and a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement; or
- the lot is at least the minimum subdivision lot size specified for the land on the Lot Size Map.

The minimum lot size for the C3 Environmental Management zoned land is 40ha.

Planning Proposal - Draft Wollondilly Local Environmental Plan 2011 (Wollondilly Heritage Planning Proposal)

- a. the identity of the zone, whether by reference to-
 - i. a name, such as “Residential Zone” or “Heritage Area”, or

ii. a number, such as “Zone No 2 (a)”,

Planning Proposal - Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (Wollondilly Heritage) does not propose any change.

b. the purpose for which development in the zone-

i. may be carried out without development consent, and

ii. may not be carried out except with development consent, and

iii. is prohibited,

Planning Proposal - Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (Wollondilly Heritage) does not propose any change.

c. whether additional permitted uses apply to the land,

Planning Proposal - Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 does not propose any change.

d. whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

Planning Proposal - Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (Wollondilly Heritage) proposes no change to development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

e. whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,

No change.

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

Yes. Planning Proposal - Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (Wollondilly Heritage) proposes amendments to an existing Conservation Area.

g. whether an item of environmental heritage (however described) is situated on the land,

Yes. Planning Proposal - Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (Wollondilly Heritage) proposes a new heritage item.

3. CONTRIBUTIONS PLANS

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

CONTRIBUTIONS PLANS

Wollondilly Development Contributions Plan 2020 applies to the land.

DRAFT CONTRIBUTIONS PLANS

There are currently no Draft Contributions Plans that apply to the land.

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4-

- (a) The name of the region, and
- (b) The name of the Ministerial planning order in which the region is identified.

The land is within the Greater Sydney Region within the meaning of the Act, Division 7.1, Subdivision 4.

The Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 is the Ministerial Planning Order in which the Region is identified.

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

The land is not located in a Special Contributions Area to which a continued 7.23 determination applies.

- (4) In this section-

continued 7.23 determination means a 7.23 determination that-

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

Note-

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

4. COMPLYING DEVELOPMENT

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

THE HOUSING CODE

Complying development under the Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool. The land is identified as land wholly within a heritage conservation area or a draft heritage conservation area.

Complying development under the Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land if that development will result in an increase to the number of bedrooms on the site or a site disturbance area of more than 250sqm.

Complying development under the Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land is wholly declared to be a special area under the Water NSW Act 2014.

Complying development under the Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, a draft heritage item.

THE RURAL HOUSING CODE

Complying development under the Rural Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool. The land is identified as land wholly within a heritage conservation area or a draft heritage conservation area.

Complying development under the Rural Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land if that development will result in an increase to the number of bedrooms on the site or a site disturbance area of more than 250sqm.

Complying development under the Rural Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land is wholly declared to be a special area under the Water NSW Act 2014.

Complying development under the Rural Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, a draft heritage item.

THE GREENFIELD HOUSING CODE

Complying development under the Greenfield Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool. The land is identified as land wholly within a heritage conservation area or a draft heritage conservation area.

Complying development under the Greenfield Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land if that development will result in an increase to the number of bedrooms on the site or a site disturbance area of more than 250sqm.

Complying development under the Greenfield Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land is wholly declared to be a special area under the Water NSW Act 2014.

Complying development under the Greenfield Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, a draft heritage item.

THE LOW RISE HOUSING DIVERSITY CODE

Complying development under the Low Rise Housing Diversity Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool. The land is identified as land wholly within a heritage conservation area or a draft heritage conservation area.

Complying development under the Low Rise Housing Diversity Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land if that development will result in an increase to the number of bedrooms on the site or a site disturbance area of more than 250sqm.

Complying development under the Low Rise Housing Diversity Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land is wholly declared to be a special area under the Water NSW Act 2014.

Complying development under the Low Rise Housing Diversity Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, a draft heritage item.

THE HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land if that development will result in an increase to the number of bedrooms on the site or a site disturbance area of more than 250sqm.

Complying development under the Housing Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, a draft heritage item.

THE GENERAL DEVELOPMENT CODE

Complying development under the General Development Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land if that development will result in an increase to the number of bedrooms on the site or a site disturbance area of more than 250sqm.

Complying development under the General Development Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, a draft heritage item.

THE INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development under the Industrial and Business Alterations Code in State

Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, a draft heritage item.

THE INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying development under the Industrial and Business Buildings Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land is identified as land wholly within a heritage conservation area or a draft heritage conservation area.

Complying development under the Industrial and Business Buildings Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land is identified as being wholly unsewered land within a Drinking Water Catchment.

Complying development under the Industrial and Business Buildings Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, a draft heritage item.

THE CONTAINER RECYCLING FACILITIES CODE

Complying development under the Container Recycling Facilities Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, a draft heritage item.

THE SUBDIVISIONS CODE

Complying development under the Subdivisions Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, a draft heritage item.

THE DEMOLITION CODE

Complying development under the Demolition Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, a draft heritage item.

THE FIRE SAFETY CODE

Complying development under the Fire Safety Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, a draft heritage item.

THE AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development under the Agritourism And Farm Stay Accommodation Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool. The land is identified as land wholly within a heritage conservation area or a draft heritage conservation area.

Complying development under the Agritourism And Farm Stay Accommodation Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land if that development will result in an increase to the number of bedrooms on the site or a site disturbance area of more than 250sqm.

Complying development under the Agritourism And Farm Stay Accommodation Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land is wholly declared to be a special area under the Water NSW Act 2014.

Complying development under the Agritourism And Farm Stay Accommodation Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, a draft heritage item.

5. EXEMPT DEVELOPMENT

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Exempt development MAY be carried out on the land under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) Whether the council is aware that-
 - (a) An affected building notice is in force in relation to the land, or

Council is NOT aware of any affected building notice in respect of the land.

- (b) A building product rectification order is in force in relation to the land that has not been fully complied with, or

Council is NOT aware of any building product rectification order as detailed above.

- (c) A notice of intention to make a building product rectification order given in relation to the land is outstanding.

Council is NOT aware of any notice of intention as detailed above.

- (2) In this section-

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

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

7. LAND RESERVED FOR ACQUISITION

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

There are no Environmental Planning Instruments referred to in Clause 1 that make provision for the acquisition of the land by a public authority as referred to under section 3.15 of the Act.

No. Planning Proposal - Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (Wollondilly Heritage) does not provide for the acquisition of any part of the subject land by a public authority as referred to in section 3.15 of the Act.

8. ROAD WIDENING AND ROAD REALIGNMENT

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

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

No

9. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.
- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
- (3) In this section-

flood planning area has the same meaning as in the *Flood Risk Management Manual*.

Flood Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the *Flood Risk Management Manual*.

No Flood Study has been undertaken in accordance with the requirements of the NSW

Floodplain Development Manual for this land. It is therefore unknown whether any flood related development controls would apply to the land. Any person acting on this Certificate should make their own enquiries on this matter.

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

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundations, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

- (2) **In this section-**

adopted policy means a policy adopted-

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

Yes. The Contaminated Land Policy adopted by Wollondilly Shire Council applies and provides a framework to manage land contamination through the land use planning process.

11. BUSH FIRE PRONE LAND

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

The land is wholly bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act.

12. LOOSE-FILL ASBESTOS INSULATION

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

Council has not been notified by NSW Fair Trading of any residential premises on this land being identified in the Loose-Fill Asbestos Insulation Register.

13. MINE SUBSIDENCE

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

The land IS NOT WITHIN a declared Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017.

14. PAPER SUBDIVISION INFORMATION

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

None.

15. PROPERTY VEGETATION PLANS

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

Council has not been notified of any such plan that affects this land.

16. BIODIVERSITY STEWARDHIP SITES

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

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

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

17. BIODIVERSITY CERTIFIED LAND

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

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

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

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

No

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

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

(2) In this section-

Existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note- Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

This clause is not applicable to the Wollondilly Local Government Area.

20. WESTERN SYDNEY AEROTROPOLIS

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

- (a) In an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or

No. The land IS NOT identified as being within an ANEF or ANEC contour of 20 or greater.

- (b) Shown on the Lighting Intensity and Wind Shear Map, or

No. The land IS NOT identified on the Lighting Intensity and Wind Shear Map.

- (c) Shown on the Obstacle Limitation Surface Map, or

No. The land IS NOT identified on the Obstacle Limitation Surface Map.

- (d) In the 'public safety area" on the Public Safety Area Map, or

No. The land IS NOT identified as being within the "public safety area" on the Public Safety Map.

- (e) In the '3 kilometre wildlife buffer zone" or the '13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

No. The land IS NOT identified as being within a wildlife buffer zone on the Wildlife Buffer Zone Map.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

There are currently no conditions of consent relating to a development application for seniors housing that apply to the land.

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

- (1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate-
 - (a) The period for which the certificate is current, and
 - (b) That a copy may be obtained from the Department.
- (2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).
- (3) Any conditions of development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).
- (4) In this section-

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

There is not a current site compatibility certificate (affordable rental housing) as described that applies to this land.

There are currently no conditions of consent relating to a development application for affordable rental housing that apply to the land.

23. WATER OR SEWERAGE SERVICES

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

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

No. Water or sewerage services are not provided to the land under the Water Industry Competition Act 2006.

Note – This section does not contain information relating to whether the land is, or is not connected to Sydney Water’s network for the supply of either drinking water, recycled water or wastewater. Nor does this section contain information relating to whether a smaller scale onsite sewage management system services the land.

Contact Sydney Water for further information about whether the land is connected to Sydney Water’s network.

NOTE.The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

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

No.

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

No.

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

No.

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

No.

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

No.

In respect of matters beyond the control and/or responsibility of Council, information provided is provided only to the extent that Council has been so notified by the relevant Authorities or Departments, which have responsibility for the administration of the particular status referred to. Note that instruments applying to this land purporting to restrict or prohibit certain development may be inconsistent.

This certificate was generated automatically under the delegated authority of the Manager Sustainable Growth

WOLLONDILLY SHIRE COUNCIL

The information contained in this certificate can be discussed with Council's Duty Planner by appointment, Monday to Friday between the hours of 8:30am and 3:00pm, by telephoning (02) 4677 1100 or by making a booking via the online Duty Planner booking system - <https://dutyroster.wollondilly.nsw.gov.au/>. Please note that appointments are limited to 15 minutes.

Notice to Purchasers of Rural Land

Wollondilly Shire Council supports the rights of persons in rural areas of the Shire to undertake and pursue agricultural production activities that are consistent with land capability and use reasonable and practical measures to avoid environmental harm and minimise impact to adjoining land users.

Intending purchasers are advised that agricultural production can include the following activities that may have implications for occupiers and prospective purchasers of rural land:

Use of agricultural machinery (tractors, chainsaws, motorbikes)

Use of bird-scare devices

Intensive livestock production (cattle feedlots, poultry farms, piggeries, restricted dairies)

Operation of rural industries (packing sheds, abattoirs, stock and sale yards, sawmills)

Vegetation clearing

Grazing of livestock

Crop and fodder production

Soil cultivation

Crop harvesting

Use of firearms

Bushfire hazard reduction burning

Construction of firebreaks

Earthworks (construction of dams, drains, contour banks, access roads and tracks)

Fencing

Pumping and irrigation

Use of pesticides and herbicides

Spreading of manure, compost and treated effluent

Fertiliser usage

Slashing and mowing of grass

Production of silage

Re-vegetation activities (planting trees and shrubs)

Agroforestry

Livestock droving on roads

This is not an exhaustive list and intending purchasers of rural land should assess surrounding agricultural land uses and the impact these activities may have when being pursued in close proximity their proposed purchase. If you think these types of activities will affect your ability to live in a rural locality then intending purchasers are advised to reconsider their purchase and seek independent advice. This notice is not intended to affect the rights of individuals to take action under the common law or legislation and is provided for information purposes only.



Return undelivered mail to
PO Box 21 Picton
NSW 2571

Frank McKay Building 62-64 Menangle Street Picton NSW 2571 DX:26052 Picton
All Correspondence to PO Box 21 Picton NSW 2571
Telephone: 0246771100 Fax:02 4677 2339
Email: council@wollondilly.nsw.gov.au Web www.wollondilly.nsw.gov.au
ABN: 93 723 245 808

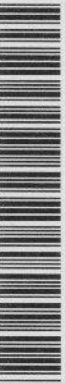
RURAL LIVING



007 R 1
306876749

Mr R W Thompson
7 OVENS PL
ST IVES CHASE NSW 2075

Date:	6 November 2023
Our Reference:	



Dear Mr R W Thompson

APPROVAL TO OPERATE AN ONSITE SEWAGE MANAGEMENT SYSTEM

Section 68, Local Government Act, 1993

Being the applicant for the operation of a sewage management system on the land described as follows:

SYSTEM	Absorption
PROPERTY	20 Alan Street, YERRANDERIE, NSW, 2787 (P)
APPLICATION NO	00032435
DATE OF ISSUE	6/11/2023
DATE OF EXPIRY	31/8/2024

Reference is made to your application for approval to operate the on-site sewage management facility (Septic System) at the abovementioned premises. You are advised that approval to operate the system under Section 68 of the Local Government Act, 1993 and the Local Government (General) Regulation 2005, is given, subject to the following conditions of approval:

- The system shall be operated so that the following criteria are met.
 - Wastewater shall not be discharged onto the surface of the premises;
 - Wastewater shall not seep, runoff or otherwise be discharged outside the premises where the sewage management facility is installed;
 - The septic tank shall be desludged as required (every 3 to 5 years);
 - Wastewater shall not be discharged into any waterway, street gutter or stormwater system.

Note: It is recognized that absorption trenches may fail in time due to various circumstances. In such cases, it is the owner's responsibility to take immediate steps to rectify the failing trenches or provide additional trenches in accordance with Council's Policy. Such works shall be carried out by a Licensed Plumber and Drainer.
- The system of sewage management is operated in a manner that achieves the following performance objectives:
 - The prevention of the spread of disease by micro-organisms;
 - The prevention of the spread of foul odours;
 - The prevention of the contamination of water;
 - The prevention of degradation of soil and vegetation;
 - The discouragement of insects and vermin;
 - Ensuring that persons do not come into contact with raw sewage or effluent in their ordinary activities on the premises concerned, and;
 - The minimisation of any adverse impacts on the amenity of the premises and surrounding land.