

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 67510799	NSW DAN:
vendor's agent			Phone:
			Fax:
co-agent			Ref:
vendor	JOHN WILLIAM ROBINSON and CAROLYN ANNE ROBINSON 'Coolowie' 2208 Eulourie Road, Pallal NSW 2404		
vendor's solicitor	APJ Law		Phone: 6730 2222
	342 Grey Street (PO Box 82), Glen Innes NSW 2370		Fax: 6730 2244
	DX 6050 Glen Innes NSW		Ref: SJC:200418
date for completion	42 days after the contract date	(clause 15)	Email: sclark@apjlaw.com.au
land	'COOLOWIE' 2208 EULOURIE ROAD, PALLAL NSW 2404		
(Address, plan details and title reference)	LOT 2 IN DP1228630, LOTS 61 & 86 IN DP754856 and WAL5922 FOLIO IDENTIFIERS 2/1228630, 61/754856, 86/754856 and WAL5922		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: see 'Schedule of Improvements and Inclusions'		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: see 'Schedule of Improvements and Inclusions'		
exclusions	see 'Schedule of Exclusions'			
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3) NO yes
Nominated Electronic Lodgment Network (ELN) (clause 30) PEXA
Electronic transaction (clause 30) no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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 38-0
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment** (residential withholding payment) NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

GSTRW payment (GST residential withholding payment) – further 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 email address:
 Supplier's 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 **RW rate** (residential withholding rate): \$

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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, Industry and Environment Department of Primary Industries Electricity and gas Land & 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. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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 by a 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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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.

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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 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 - 3) 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.

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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- 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 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
 - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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'</i> <i>Conveyancing Transaction</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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

SPECIAL CONDITIONS TO CONTRACT FOR SALE OF LAND

JOHN WILLIAM ROBINSON and CAROLYN ANNE ROBINSON

(Vendors)

AND

(Purchasers)

33. Incapacity

33.1 If before completion either party (being an individual):

- (a) dies; or
- (b) loses the capacity to complete this contract; or
- (c) is made bankrupt

then any party may rescind the contract in accordance with clause 19.

33.2 If before completion the Purchaser (being a company):

- (a) resolves to go into liquidation; or
- (b) has an application for its winding up filed; or
- (c) enters into any scheme of arrangement with its creditors; or
- (d) has a liquidator, receiver, receiver and manager, official manager, or administrator appointed to it

the Vendor may rescind this contract in accordance with clause 19.

34. Purchaser's Acknowledgements, Warranties and Representations

34.1 The Purchaser represents and warrants that:

- (a) in entering this contract the Purchaser
 - (i) has not relied on any representations or warranties about its subject matter by the Vendor or its agent(s) except those set out in this contract; and
 - (ii) has relied only on the Purchaser's own inquiries or inquiries made on the Purchaser's behalf, which relate to the property,
- (b) the Purchaser was not introduced to the property by a real estate agent other than by the Vendor's agent (if any) named on the first page of this contract;
- (c) The Vendor warrants that he has not entered into either a sole or exclusive agency agreement with any other agent; and

34.2 The Purchaser acknowledges that:

- (a) the Purchaser has inspected the property and accepts it in its present condition; and
- (b) the Purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate the contract because of the following:
 - (i) the condition of the property;
 - (ii) any latent or patent defect in the property;
 - (iii) the presence, nature, location, availability or non-availability of any services, as defined in clause 10.1.2, or any easements or rights in connection with those services;
 - (iv) any real or apparent breaches of the Local Government Act or Ordinances with respect thereto;
 - (v) any encroachments by or upon the property;
 - (vi) that a boundary to the property is not fenced or that repairs are required to the same;
 - (vii) that there are roads or reservations of roads traversing the property and/or that there are any gates erected across a road or roads traversing the property and/or that the Vendor does not hold any permits or authorities to enclose the roads within the boundary of the property;
 - (viii) that any of the fences are not actually on the correct boundary lines and/or they are the subject of any arrangement, agreement or order of any Land Board or Court or other competent authority relating to give and take fences. To the best of the Vendor's knowledge and belief there are at the date of Contract no such arrangements warranties agreements or orders;

- (ix) that any telephone, electricity lines, pipes or water channels transverse the property or that any other persons have rights to the use or benefit thereof;
- (x) that there is a contravention of the Rural Workers' Accommodation Act or the Local Government Act or any Ordinances or Regulations thereunder in respect of any buildings or any improvements;
- (xi) that a dam has been constructed on any creek or watercourse passing through the property or that any well or bore has been sunk without authority or that there is any contravention of the Water Act or regulations thereunder (provided however and the Vendor warrants that it has not received any notice of any such contravention at the date of this Contract);
- (xii) that any application, lease, license, authority to enter or authority to prospect has been granted or is pending in relation to the property under the provisions of the Mining Act 1992 (as amended) or any other legislation relating to mining;

PROVIDED THAT the Vendor has no written notice of any of the matters referred to in this subclause (b).

- (c) the Purchaser takes title to the property subject to all existing services (as defined in clause 10.1.2).

35. Notice to Complete

If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than fourteen (14) days notice after the day immediately following the date on which that notice is received by the recipient of the notice. That notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

36. Interest

36.1 If this Contract is not completed by the completion date, then in addition to any other right that the Vendor may have under this Contract or otherwise the Purchaser shall on completion (which expression shall in this special condition include cancellation, rescission or termination) of this Contract

- (a) pay to the Vendor interest on the balance of the purchase price and any other monies payable by the Purchaser to the Vendor under this Contract;
- (b) the rate of interest is eight percent (8%) per annum calculated from and including the completion date up to the date on which completion actually occurs on daily rests;
- (c) the obligation of the Purchaser to pay interest to the Vendor is an essential term of this Contract; and
- (d) if completion of this Contract is delayed solely as a result of the Vendor default interest is not to be charged for the period during which completion was delayed solely for this reason.

36.2 Clause 15 is amended by adding "if the Purchaser does not complete the Contract by the completion date necessitating the issue a notice to complete by the Vendor and the resetting of arrangements for completion then the Purchaser shall pay the Vendor on the date of completion of the Contract an additional sum to offset the costs associated with the issue of the notice to complete and resetting of the completion arrangements in the sum of \$330.00".

37. Stamp Duty

37.1 The Purchaser will pay all stamp duty payable on this contract and ensure that this contract is stamped under the Duties Act 1997.

37.2 If the Purchaser does not comply with the preceding sub-clause the Vendor is entitled to recover from the Purchaser all stamp duty and other money the Vendor has paid.

38. Area

The Vendor does not guarantee the correctness of the area of the property and such area having been taken from the records of the Registrar General shall be deemed to be correct, and no objection, requisition or claim for compensation shall be made by or allowed to either party in respect of any excess of deficiency in such areas which may be disclosed by survey or in any other manner.

39. Structural Improvements, Plant and Equipment

39.1 The Vendor will not be responsible to make good damage or loss occurring to the structural improvements and other fixtures on the land or to any crops or grains growing or stored on the land or other items included in this sale as a result of normal and reasonable wear and tear nor with respect to such structural improvements or items as a result of damage by fire flood storm and tempest or other Act of God or matter outside the control of the Vendor between the date of this agreement and the date of completion.

39.2 The Purchaser agrees that the risk of the structural improvements and other items on the land included in the sale shall be the risk of the Purchaser from the date of this agreement and, to the extent permitted by law, the provisions of Part IV of Division 7 of the Conveyancing Act 1919 (as amended) do not apply to the property.

40. Enclosure Permits, Permissive Occupancies and Licenses

40.1 When any Enclosure Permit, Permissive Occupancy or Licence is held with the land described in this Contract the Vendor and the Purchaser must, on completion, each join in an application to the Department of Land and Water Conservation for the transfer of the Enclosure Permit, Permissive Occupancy or Licence from the Vendor to the Purchaser. The Purchaser shall pay or allow to the Vendor the amount of fees payable to the Department of Land and Water Conservation to enable the Enclosure Permit, Permissive Occupancy or Licence to be noted to stand in the Purchaser's name.

41. Depasturing of Livestock

The Vendor agrees with the Purchaser that between the date of this Contract and the date of completion the Vendor will not without the consent of the Purchaser:

- (a) Graze nor permit to be grazed on the subject lands more livestock than are depasturing upon the subject lands at the date of this Contract other than through natural increase;
- (b) Enter into any Lease or Sharefarming Agreement or part with the possession of any part of the property.

42. Depreciation

Where an asset (and without limiting the generality thereof an asset may comprise a building, fixture, plant, equipment or article) comprises part of the property sold under the terms of this Contract and such asset has been depreciated by the Vendor:

- (a) the Vendor and Purchaser may agree that such asset included in this transaction has been valued with an effective life (as defined by Section 40.100 of Income Tax Assessment Act 1997 (Cth) (herein called the ITAA); or
- (b) for any asset where the effective life period has expired that item is transferred for a consideration of One Dollar (\$1.00); and
- (c) if the Purchaser elects to alter the period of any asset's effective life (whether through re-assessment, improvement or redundancy according to the option for an election under Section 40.95 of ITAA) then the benefit or liability for such amendment shall lie with the Purchaser on and from the date of settlement and the Purchaser shall indemnify the Vendor against any adverse determination by the Commissioner of Taxation.

Should the sections of the ITAA be amended, varied or repealed then the resultant equivalent section of the relevant federal legislation shall apply.

This Special Condition shall not merge on completion.

43. Non-Merger

Despite completion of this Contract any general or special conditions or part of any general or special conditions to which effect is not given by such completion and which is capable of taking effect after completion will remain in full force and effect and shall not merge upon such completion.

44. Postponed Rates

If it be found that any rates assessed on the land sold have been postponed pursuant to Section 591 of the Local Government Act 1993 (as amended) then the Vendor will not be required to pay any such postponed rates or part thereof or extra charges payable relating thereto or to make any adjustment in respect of the same and the purchaser will assume full responsibility therefore and will indemnify the vendor in respect thereof and all rates will be adjusted in accordance with Clause 14 hereof as if the only rates assessed against the land sold are the rates due and payable in the year in which the Contract is completed as if the use to which the land is put remains unchanged from the purpose for which the vendor has used it prior to the date of this Contract, which the purchaser acknowledges has been used as a single dwelling only and this Clause shall not merge on completion.

45. Adjustments

Should an error occur in the adjustments to be made on completion pursuant to Clause 14 of the Contract then notwithstanding Clause 14.2 the parties obligations under Clause 14 shall not merge on completion.

46. Electronic Signature and Exchange

46.1 This Contract may be executed:

46.1.1 in any number of counterparts and all the counterparts together shall make one instrument;

46.1.2 electronically by both parties using DocuSign or by exchanging electronic copies of original signatures on this Contract;

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

46.3 The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.

46.4 The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the purchaser may not object to or delay settlement because of anything contained in this clause.

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

46.6 For the purposes of this clause, DocuSign means the signature software and platform located at www.docuSign.com.

47. Onsite septic system

The Onsite septic system attached to the property may not be approved by the Gwydir Shire Council and the Purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate the contract due to the septic system not being approved.

**~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.

**CONVEYANCING (SALE OF LAND) AMENDMENT (SMOKE ALARMS)
REGULATION 2006**

STATEMENT BY THE VENDOR

The vendor(s) state that in respect of any buildings on the land sold, the provisions of Division 7A of Part 9 of the *Environmental Planning and Assessment Regulation 2000* (that relates to the obligation of owners of certain buildings to install smoke alarms (or in certain cases, heat alarms) have been complied with.

SCHEDULE OF IMPROVEMENTS AND INCLUSIONS

'Coolowie' 2208 Eulourie Road, Pallal NSW 2404

JOHN WILLIAM ROBINSON and CAROLYN ANNE ROBINSON

(Vendors)

AND

(Purchaser)

IMPROVEMENTS	INCLUSIONS
Principal residence	Gas ILVE stove and electric range hood, dishwasher, 2 reverse cycle air conditioners, freestanding wood heater in living area, curtains, floor coverings, light fittings, insect screens, clothes line, house soft water tank and pressure system, hot water system, tv aerial, mobile phone aerial and boosters, internet roof dish and connection box.
On the property	2 car garage with workshop and laundry
	Steel machinery shed
	3 enclosed horse stables
	Meat house
	3 x silos - 60 tonnes
	1 x silo - 35 tonnes
	Grain storage shed - 300 tonnes
	Timber hay shed
	3-bay machinery shed
	4-bay steel hay shed
	2 stand shearing shed
	'Cottage' machinery shed
Second home site	Water tank and small shed
	1 x diesel fuel tank – 2,200 litres

SCHEDULE OF EXCLUSIONS

'Coolowie' 2208 Eulourie Road, Pallal NSW 2404

JOHN WILLIAM ROBINSON and CAROLYN ANNE ROBINSON

(Vendors)

AND

(Purchaser)

EXCLUSIONS	
Coolroom in meat house (for sale)	
Irrigation equipment (for sale)	2 x side rolls with 5 inch mainline
	3 phase electric motor and pump
	Suction to river
	Diesel motor and pump
All panels (except those in cattle yards)	
Ramp near shearing shed	
Automatic cattle scales	
3 x ration feeders in drought feeding pens	
2 x hay feeders in drought feeding pens	
2 x containers	
Dog cages and kennels	
1 x 2,200 litre diesel fuel tank & equipment	
1 x petrol fuel tank	



FOLIO: 2/1228630

SEARCH DATE	TIME	EDITION NO	DATE
31/3/2020	10:50 AM	1	14/9/2017

LAND

LOT 2 IN DEPOSITED PLAN 1228630
AT PALLAL
LOCAL GOVERNMENT AREA GWYDIR
PARISH OF PALLAL COUNTY OF MURCHISON
TITLE DIAGRAM DP1228630

FIRST SCHEDULE

JOHN WILLIAM ROBINSON
CAROLYN ANNE ROBINSON
AS JOINT TENANTS (TX AM719480)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 AS TO BOUNDARIES TO RIVERS/LAKES - SEE SECTION 172 CROWN LANDS ACT 1989
- 3 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- * 4 AP96552 CAVEAT BY NEW SOUTH WALES RURAL ASSISTANCE AUTHORITY

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 1

PLAN OF FIRST TITLE CREATION AND ROAD CLOSING UNDER THE ROADS ACT, 1993

DP1228630

Registered:  9.02.2017

* OFFICE USE ONLY

Surveying Regulation, 2006

I,
 of
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on:

The survey relates to

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)


Signature Dated:
Surveyor registered under the Surveying Act, 2002

Datum Line:
 Type: Urban/Rural

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create public reserves and drainage reserves.

Crown Lands NSW/Western Lands Office Approval

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

Signature: 
 Date: 24 January 2017
 Application Number: 519933
 File Number: 16/02584
 Office: Grafton

Subdivision Certificate

I certify that the provisions of s 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to

the proposed set out herein
 (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:
 Date of Endorsement:
 Accreditation no:
 Subdivision Certificate no:
 File no:

* Delete whichever is inapplicable.

Use PLAN FORM 6A for additional certificates, signatures and seals

SURVEYOR'S REFERENCE:



FOLIO: 61/754856

SEARCH DATE	TIME	EDITION NO	DATE
31/3/2020	10:50 AM	8	22/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY RABOBANK AUSTRALIA LIMITED.

LAND

LOT 61 IN DEPOSITED PLAN 754856
LOCAL GOVERNMENT AREA GWYDIR
PARISH OF PALLAL COUNTY OF MURCHISON
(FORMERLY KNOWN AS PORTION 61)
TITLE DIAGRAM CROWN PLAN 2063.1789

FIRST SCHEDULE

JOHN WILLIAM ROBINSON
CAROLYN ANNE ROBINSON
AS JOINT TENANTS (T AG824625)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
2 AG824626 MORTGAGE TO RABOBANK AUSTRALIA LIMITED
* 3 AP96552 CAVEAT BY NEW SOUTH WALES RURAL ASSISTANCE AUTHORITY

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Cancels part M2001 R.

Subdivision Survey

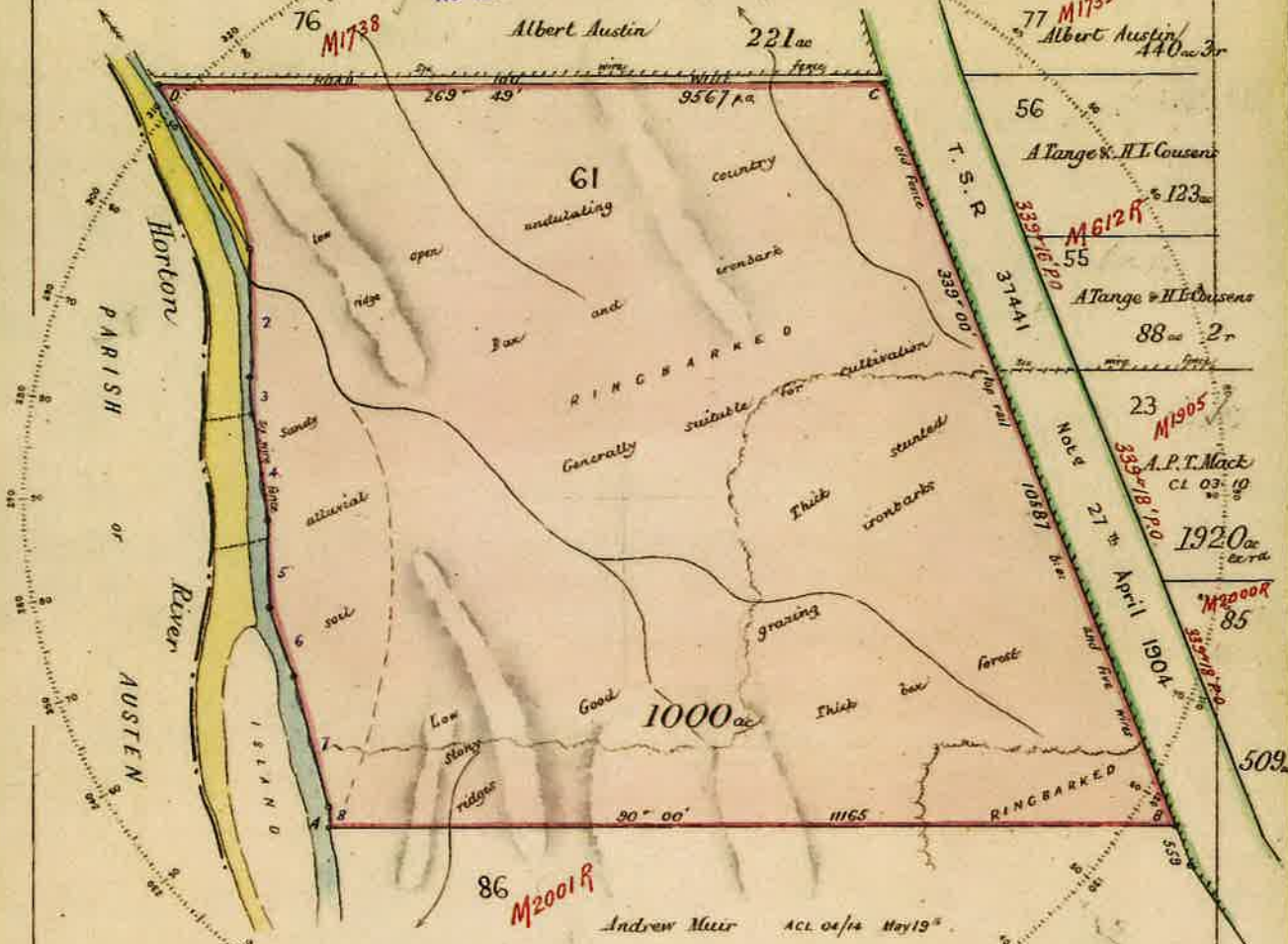
PLAN OF PORTION 61

County of Murchison Parish of Patal
 Land District of Bingara Land Board District of Armidale
 Resumed Area N^o 387^d Patal Pastoral Holding Central Division



Applied for under the 3^d Section of the Crown Lands Act of 1903 by James Muir Jun^r
 Within SL Area N^o 712 Notified 27th April 1904 Available 19th May 1904 Cap. Val. £1-13-0 per ac. Rent 5 per ac.
 For 61 ACL 04/13 of 19th May N^o 35311

PLAN MICROFILMED
 NO ADDITIONS OR AMENDMENTS TO BE MADE



Offset - 1.837 ac.
 Azimuth taken from B C
 Field Book Vol. 766 Folio 51

Original plan indicates bank is the portion boundary
 (ADDED FOR MICROFILM PURPOSES)

1115 ac

Reference to Corners

Corner	Bearing	From	Links	N ^o in Tree
A	222° 05'	Apple	53.6	86-61
B	307° 43'	Ironbark	49	86-61
C	328° 05'	Box	109	61
D	121° 30'	Apple	14	61

Reference to Traverse

Line	Bearing	Distance
1	151° 18'	2488
2	179° 39'	1700
3	176° 06'	500
4	171° 21'	1400
5	179° 24'	1160
6	162° 42'	960
7	165° 42'	1800
8	178° 29'	270

I hereby certify that I in person made and on the 6th December 1904 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

Michael Cooper, Licensed Surveyor
 Transmitted to the District Surveyor with my letter of 8th January 05 x 5
 Voucher N^o 05-14 Passed R & J £6-17-10
 Calculation Book N^o - Folio -
 Checked and Charted *M. Lewis* 20th February 1905
 Examined and
 Plan approved 7 March 1905
A. R. Thornton

Value of Improvements Fencing 65-6
 Ringbarking £26-5

Scale 20 Chams to an Inch

M 2063.1789

LAB folio 23



FOLIO: 86/754856

SEARCH DATE	TIME	EDITION NO	DATE
31/3/2020	10:50 AM	8	22/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY RABOBANK AUSTRALIA LIMITED.

LAND

LOT 86 IN DEPOSITED PLAN 754856
LOCAL GOVERNMENT AREA GWYDIR
PARISH OF PALLAL COUNTY OF MURCHISON
(FORMERLY KNOWN AS PORTION 86)
TITLE DIAGRAM CROWN PLAN 2001.1789

FIRST SCHEDULE

JOHN WILLIAM ROBINSON
CAROLYN ANNE ROBINSON
AS JOINT TENANTS

(T AG824625)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 AG824626 MORTGAGE TO RABOBANK AUSTRALIA LIMITED
- * 3 AP96552 CAVEAT BY NEW SOUTH WALES RURAL ASSISTANCE AUTHORITY

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Cancels portions 30 to 46 M.612 & and portions 15 to 17 M.530 &

PLAN OF PORTION 86

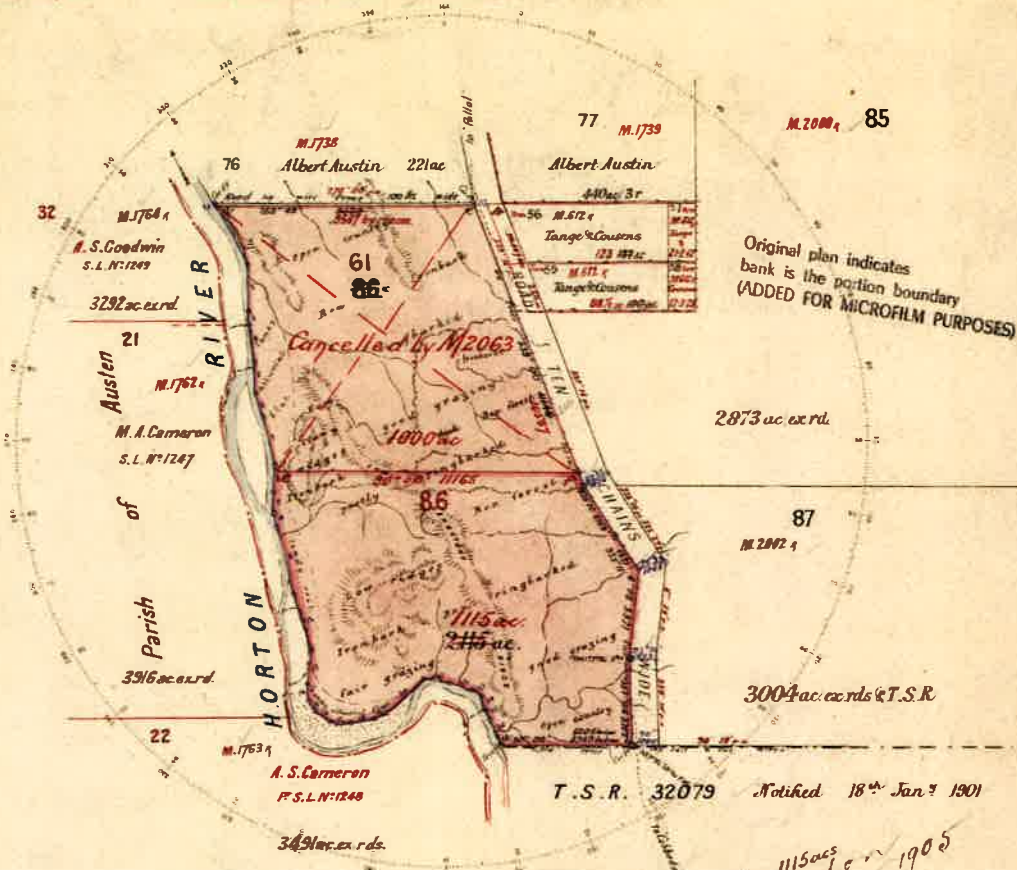
County of Murchison Parish of Pallal
 Land District of Bingara Land Board District of Moree

Resumed Area N^o 387a Pallal Pastoral Holding Central Division
 Applied for under the Section of the Crown Lands Act of 18 by



Measured for Settlement Lease in anticipation

Within classification reserve Notified 24th May 82, revoked 27th April 1904
 Without Sett. Lev. Area N^o 712 N^o 27.4.84
 SL 94/5 May 19 Geo Benjamin Johnson Disallowed L.B. 04/7003
 Per. N^o C.P. N^o P^o For 86 A.C.L. 04-13 May 18th James Muir 1000 ac. See M.2063.
 Per. N^o C.L. N^o P^o For 86 A.C.L. 04-14 May 18th Andrew Muir 1115 ac.
 P^o For 86 A.C.L. 04-15 May 18th Henry Richard Scott 1445 ac. Disallowed L.B. 04/7600



Original plan indicates bank is the portion boundary (ADDED FOR MICROFILM PURPOSES)

*Plan approved as 1115 acs
 A. S. Cameron 1905*

Azimuth taken from a b
 Field Book Vol. 7544 Folio 76 12

Reference to Corners

Corner	Bearing	From	Links	N ^o in Plan
a	45° 00'	Oak	32	86
b	72° 00'	Box	15.3	86
c	32° 05'	Box	109	86
d	121° 30'	Apple	14	86
e	222° 04'	Apple	52.6	86.61
f	307° 43'	Ironbark	43	86.61

Notice of Improvements
 Ringbarking L.B. 17-6:
 Fencing L.B. 5-6:

Reference to Traverse

Line	Bearing	Distance
1	81° 4'	248.8
2	129° 33'	1200
3	116° 06'	500
4	171° 21'	1400
5	128° 36'	850
6	162° 42'	560
7	163° 42'	1800
8	183° 34'	1000
9	178° 10'	780
10	171° 14'	498
11	165° 45'	2620
12	162° 44'	3130
13	181° 12'	764
14	176° 08'	630
15	168° 56'	650
16	156° 12'	645
17	33° 01'	768
18	79° 38'	680
19	43° 53'	380
20	46° 55'	184.2
21	26° 40'	1000
22	68° 18'	880
23	123° 85'	330
24	169° 04'	425
25	154° 03'	500
26	150° 18'	1062
27	113° 00'	107
28	331° 18'	116

PLAN MICROFILMED

TO ADDITIONS OR AMENDMENTS TO BE MADE

I hereby certify that I in person made and on the 17th December 1882 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been conducted in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

Arthur Cooper
 Licensed Surveyor
 Examined in the District Surveyors office on the 22nd February 1883 D. R.
 Number N^o 915 Passed for 123.13 R.R. 9
 Calculation Book N^o 227
 Checked and Certified by *W. J. Williams* 23/1/83
 Examined by *R. R. Johnston* 2.6.1908
 Plan approved *Char. Johnston* 4.8.3-6-03

Scale 40 Chains to an Inch

M.2001. 1789. R.



- Annotations**
- 2208 Eulourie Rd
- Land Property**
- Rural Addressing
- StreetNumbers
- Authority Details
- PROPERTY**
- Region
- Region
- CADASTRE**
- Region
- Region
- Waterway
- Transport**
- Road
- CROWN
- FREEHOLD
- LOCAL GOVERNMENT
- THORITY
- NSW GOVERNMENT
- SHARED CROWN / CIL
- UNKNOWN
- LGA
- LGA

2208 Eulourie Rd Pallal - Location

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500 m





FOLIO: WAL5922

<u>SEARCH DATE</u>	<u>TIME</u>	<u>EDITION NO</u>	<u>DATE</u>
31/3/2020	11:34 AM	3	21/2/2012

WARNING NOTE: INFORMATION ON THIS REGISTER IS NOT GUARANTEED

TENURE TYPE: CONTINUING

HOLDER(S)

JOHN WILLIAM ROBINSON
CAROLYN ANNE ROBINSON
AS JOINT TENANTS (T AG824812)

ENCUMBRANCES (2 ENCUMBRANCES)

- 1 TERM TRANSFER: NIL
- 2 AG824813 MORTGAGE TO RABOBANK AUSTRALIA LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

ACCESS LICENCE DETAILS

CATEGORY: UNREGULATED RIVER

SHARE COMPONENT:

SHARE - 125 UNITS
WATER SOURCE - ROCKY CREEK, COBBADAH, UPPER HORTON AND LOWER HORTON WATER SOURCE
WATER SHARING PLAN - GWYDIR UNREGULATED AND ALLUVIAL WATER SOURCES 2012

EXTRACTION COMPONENT:

TIMES/RATES/CIRCUMSTANCES - SUBJECT TO THE CONDITIONS OF THE WATER ACCESS LICENCE
EXTRACTION FROM - RIVER, LAKE OR SURFACE WATER RUNOFF
EXTRACTION ZONE - LOWER HORTON MANAGEMENT ZONE

NOMINATED WORKS:

WORK APPROVAL NUMBER(S) - 90CA802694
INTERSTATE TAGGING ZONE - NIL

END OF PAGE 1 - CONTINUED OVER

FOLIO: WAL5922

PAGE 2

CONDITIONS

LICENCE CONDITIONS FORM A PART OF THIS LICENCE AND AFFECT THE SHARE AND EXTRACTION COMPONENTS. CONDITION STATEMENTS ARE AVAILABLE FROM WATERNSW

NOTES

A WATER LICENCE INFORMATION SHEET IS AVAILABLE FROM THE WATERNSW WEBSITE WWW.WATERNSW.COM.AU AND SHOULD BE REFERRED TO IN INTERPRETING THIS LICENCE.

WATERNSW PHONE 1300 662 077, EMAIL CUSTOMER.HELPDESK@WATERNSW.COM.AU

LICENCE REFERENCE NUMBER: 90AL802693

PREVIOUS WATER ACT LICENCE NUMBER(S): 90SL021993.

*** END OF SEARCH ***



GWYDIR SHIRE COUNCIL

ABN 11 636 419 850

Locked Bag 5, Bingara NSW 2404

Email: mail@gwydir.nsw.gov.au – Website: www.gwydirshire.com

Bingara Office: 33 Maitland St, Bingara NSW 2404 Telephone: 02 6724 2000 Facsimile: 02 6724 1771

Warialda Office: 52 Hope Street, Warialda NSW 2402 Telephone: 02 6729 3000 Facsimile: 02 6729 1400

Certificate No. 2020.120
Fees \$53.00
Receipt No. 251471

CERTIFICATE UNDER SECTION 10.7(2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

APJ Law
342 Grey Street
GLEN INNES NSW 2370
Email: sclark@apjlaw.com.au

Applicant's reference: SJC:200418

DESCRIPTION OF LAND

House No: 2208 Street: Eulourie Road
Locality: Pallal Council's Assessment No: 10111672 Area: 859.795 ha
Lot No: 2 Section: - D.P: 1228630 Parish: Pallal
Lot No: 61 & 86 Section: - D.P: 754856 Parish: Pallal
Owner: John William Robinson & Carolyn Anne Robinson Address: "Coolowie" 2208 Eulourie Road, PALLAL NSW 2404

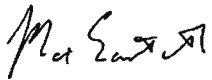
Column 1	Yes\No	Identification of the matter referred to in Column 1 and the manner in which it affects the land.
REPLY		
1. Name of relevant instruments and DCPs		
1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land.	Yes	Gwydir Local Environmental Plan 2013 (Gwydir LEP 2013 can be downloaded from the Gwydir Shire Council Website under Council Documents http://gwydirshire.com/Council/ or by clicking on the following link (Gwydir LEP 2013))
1.2 The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	No	
1.3 The name of each development control plan that applies to the carrying out of development on the land.	No	
1.4 In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	No	
2. Zoning and land use under relevant LEPS		
For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):		
(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)"),	Yes	(a) Zone No RU1 Primary Production
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Yes	(b) See Part 2 Zones of the Local Environmental Plan 2013. <ul style="list-style-type: none"> SEPP (Exempt & Complying Development Codes) 2008 allows some types of development to occur as exempt development, which means no approval is required. This Policy also allows certain development to occur after a Complying Development Certificate is obtained from the Council or an accredited certifier. (A copy of the Policy can be obtained from the Department of Planning website www.planning.nsw.gov.au)
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	Yes	(c) See Part 2 Zones of the Local Environmental Plan 2013. <ul style="list-style-type: none"> In addition to the controls contained in the Local Environmental Plan, Part 4 of SEPP No 60 Exempt and Complying Development or SEPP (Exempt & Complying Development Codes) 2008 sets out further circumstances where development consent will be required for development involving certain types of buildings, the demolition of buildings or the subdivision of land. These circumstances may include development that does not require consent under the Local Environment Plan.

<p>4.A Repealed</p>		
<p>4.B Annual charges under <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p> <p>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 the commencement of section 553B of the <u>Local Government Act 1993</u>.</p>	<p>No</p>	
<p>5. Mine subsidence Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>	<p>No</p>	
<p>6. Road widening and road realignment Whether or not the land is affected by any road widening or road realignment under: (a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or (b) any environmental planning instrument, or (c) any resolution of the council.</p>	<p>No</p>	
<p>7. Council and other public authority policies on hazard risk restrictions Whether or not the land is affected by a policy; (a) adopted by the council, or (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>No</p>	
<p>7A. Flood related development controls information (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls. (3) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>Yes</p>	<p>Some of the land is shown as flood prone in Council records.</p> <p>Further details of any applicable restrictions on development of the land may be obtained on application to Council.</p>
<p>8. Land reserved for acquisition Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.</p>	<p>No</p>	
<p>9. Contributions plans The name of each contributions plan applying to the land.</p>	<p>Yes</p>	<p>Development Control Plan No 1 – Traffic Generating Development</p>
<p>9A. Biodiversity certified land If the land is biodiversity certified land Part 8 of the <u>Biodiversity Conservation Act 2016</u>, a statement to that effect.</p> <p>Note: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the <u>Biodiversity Conservation Act 2016</u>.</p>	<p>No</p>	

<p>10. Biodiversity stewardship sites If the land is a biodiversity stewardship site under a Biodiversity Stewardship Agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).</p> <p>Note: Biodiversity stewardship agreements include biobanking agreement under Part 7A of the <i>Threatened Species Conservation Act 1995</i> that are taken to be biodiversity stewardship agreements under Part 5 of the <i>Biodiversity Conservation Act 2016</i>.</p>	No	
<p>10A. Native vegetation clearing set asides If the land contains a set aside area under 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the Council has been notified of the existence of the set aside area by Local Land Services or is registered in the public register under that section).</p>	No	
<p>11. Bush Fire Prone Land If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.</p>	Yes	<p>Some of the land is shown as bush fire prone land in Council's records.</p> <p>Further details of any applicable restrictions on development of the land may be obtained on application to Council.</p>
<p>12. Property Vegetation Plans If the land is land to which a property vegetation plan approved under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p>	No	
<p>13. Orders under Trees (Disputes Between Neighbours) Act 2006 Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).</p>	No	
<p>14. Directions under Part 3A If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.</p>	No	
<p>15. Site compatibility certificates and conditions for seniors housing If the land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies:</p> <p>(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department, and</p> <p>(b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	No	
<p>16. Site compatibility certificates for infrastructure, schools or TAFE establishments A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishment), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is valid, and</p> <p>(b) that a copy may be obtained from the head office of the Department.</p>	No	

<p>17. Site compatibility certificates and conditions for affordable rental housing</p> <p>1. A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) that a copy may be obtained from the head office of the Department.</p> <p>2. A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of <u>State Environmental Planning Policy (Affordable Rental Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>	No	
<p>18. Paper subdivision information</p> <p>1. The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.</p> <p>2. The date of any subdivision order that applies to the land.</p> <p>3. Words and expressions used in this cause have the same meaning as they have in Part 16C of this Regulation.</p>	No	
<p>19. Site verification certificates</p> <p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>(a) the matter certified by the certificate, and</p> <p>Note. A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of <u>State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007</u>.</p> <p>(b) the date on which the certificate ceases to be current (if any), and</p> <p>(c) that a copy may be obtained from the head office of the Department.</p>	No	
<p>20. Loose-fill asbestos insulation</p> <p>If the land includes any residential premise (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division, as statement to that effect.</p>	No	A search match was not found in the Loose-Fill Asbestos Insulation Register.
<p>21. Affected building notices and building product rectification orders</p> <p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause: affected building notice has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i>. building product rectification order has the same meaning as in the <i>Building Products (Safety) Act 2017</i>.</p>	No	

<p>Continued from 21.</p> <p>Note. The following matters are prescribed by section 59 (2) of the <u>Contaminated Land Management Act 1997</u> as additional matters to be specified in a planning certificate:</p> <ul style="list-style-type: none"> (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, (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, (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, (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, (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. 		
<p>Other matters.</p>	<p>Yes</p>	<p><u>The Right to Farm</u> Refer to further information on information sheet (Annexure D) titled "Right To Farm".</p> <p><u>Swimming Pools</u> Refer to further information on attached information sheet (Annexure R) titled "Swimming Pools"</p> <p><u>On-Site Sewage Management</u> Refer to further information on attached information sheet (Annexure A) titled "On-Site Sewage Management System".</p> <p><u>Drainage Diagram</u> Refer to letter confirming that Council does not have a drainage diagram for the property. Your fee of \$20.00 has been utilised in search of Council records.</p>



Maxwell Eastcott
General Manager

Date: 7 April 2020

Disclaimer

The above information has been taken from the Council's records but Council accepts no responsibility and liability for any omission or inaccuracy or any loss or damage arising from the use of this certificate.

This certificate contains information provided to Gwydir Shire Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information.

Please contact Council's Planning Department should you wish to obtain a listing of the information provided by third parties that has been relied upon in the production of this document. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

Should you need further information in connection with this certificate, the request should be marked for the attention of Patsy Cox.

“Annexure A”

On-Site Sewage Management System

Division 7 Approval required to operate system of sewage management

44 Meaning of “operate a system of sewage management”

- (1) In this Part, *operate a system of sewage management* means hold or process, or re-use or otherwise dispose of, sewage or by-products of sewage (whether or not the sewage is generated on the premises on which the system of sewage management is operated).
- (2) Without limiting subclause (1), *operate a system of sewage management* includes the following:
 - (a) use artificial wetlands, transpiration mounds, trenches, vegetation and the like in related effluent application areas,
 - (b) hold or process sewage that is to be subsequently discharged into a public sewer.
- (3) However, *operate a system of sewage management* does not include any of the following:
 - (a) any action relating to the discharge of sewage directly into a public sewer,
 - (b) any action relating to sewage or by-products of sewage after their discharge into a public sewer.

45 Prescribed activity under section 68 of the Act

The operation of a system of sewage management is a prescribed activity for the purposes of item 10 of Part F of the Table to section 68 of the Act.

Note. The effect of this subclause is to require a person to obtain local council approval to operate a system of sewage management. See clause 51 (f) for exemptions.

Division 8 Operation of system of sewage management

47 Performance standards for operation of system of sewage management

- (1) A system of sewage management must be operated in a manner that achieves the following performance standards:
 - (a) the prevention of the spread of disease by micro-organisms,
 - (b) the prevention of the spread of foul odours,
 - (c) the prevention of contamination of water,
 - (d) the prevention of degradation of soil and vegetation,
 - (e) the discouragement of insects and vermin,
 - (f) ensuring that persons do not come into contact with untreated sewage or effluent (whether treated or not) in their ordinary activities on the premises concerned,
 - (g) the minimisation of any adverse impacts on the amenity of the premises and surrounding lands,
 - (h) if appropriate, provision for the re-use of resources (including nutrients, organic matter and water).

- (2) Failure to comply with subclause (1) is not a breach of that performance standard if the failure was due to circumstances beyond the control of the person operating the system of sewage management (such as a fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action).
- (3) A system of sewage management must be operated:
 - (a) in accordance with the relevant operating specifications and procedures (if any) for the sewage management facilities used for the purpose, and
 - (b) so as to allow the removal of any treated sewage (and any by-product of any sewage) in a safe and sanitary manner.

48 Further condition of approval in relation to operation of system of sewage management

- (1) It is a condition of an approval to operate a system of sewage management that this clause is complied with.
- (2) The sewage management facilities used in the operation of the system must be maintained in a sanitary condition and must be operated in accordance with the relevant requirements of this Regulation.
- (3) A sewage management facility used in the operation of the system must not discharge into any watercourse or onto any land other than its related effluent application area.
- (4) The conditions (if any) of any certificate of accreditation issued by the Director-General of the Department of Health under this Division in respect of the plans or designs for any components of the sewage management facilities must be complied with.
- (5) The person operating the system of sewage management must provide details of the way in which it is operated, and evidence of compliance with the relevant requirements of this Regulation and of the conditions of the approval, whenever the council reasonably requires the person to do so.

49 Approval to operate system of sewage management extends to concurrent owners and occupiers

If an owner or occupier of land is the holder of an approval to operate a system of sewage management on the land (being an approval that is in force), any other owner or occupier of that land may operate the system of sewage management (without obtaining a further approval) in accordance with the conditions of the approval.

50 Temporary exemption for purchaser of land

- (1) Despite the other provisions of this Regulation, a person who purchases (or otherwise acquires) land on which any sewage management facilities are installed or constructed may operate a system of sewage management without the approval required under section 68 of the Act for the period of 3 months after the date on which the land is transferred or otherwise conveyed to the person (whether or not an approval is in force, as at that date, in relation to the operation of a system of sewage management on that land).
- (2) Further, if the person duly applies, within the period of 2 months after the date on which the land is transferred or otherwise conveyed to the person, for approval to operate the system of sewage management concerned, the person may continue to operate that system of sewage management without approval until the application is finally determined.

“Annexure B”

Swimming Pools

SWIMMING POOLS ACT 1992

4 To which swimming pools does this Act apply?

This Act applies to swimming pools (both outdoor and indoor) that are situated, or proposed to be constructed or installed, on premises on which a residential building, a moveable dwelling, a hotel or a motel is located, but does not apply to swimming pools that are situated, or proposed to be constructed or installed, on any premises occupied by the Crown or by a public authority.

5 What general duties does a local authority have concerning swimming pools?

Each local authority is required:

- (a) to take such steps as are appropriate to ensure that it is notified of the existence of all swimming pools to which this Act applies that are within its area, and
- (b) to promote awareness within its area of the requirements of this Act in relation to swimming pools.

Part 2 Access to swimming pools

Introduction to this Part

This Part sets out requirements with which swimming pools must comply before they are considered to be safe. These requirements vary:

- as between residential buildings, movable dwellings, hotels and motels, and
- as between outdoor swimming pools and indoor swimming pools.

Certain exemptions apply automatically to existing swimming pools, to swimming pools situated on large properties and to swimming pools situated on waterfront properties. Local authorities are given the discretion to grant other exemptions where compliance with the requirements would be impracticable or unreasonable in particular cases. The door or gate giving access to a swimming pool is required to be kept securely closed when the door or gate is not in actual use and a warning sign is required to be erected near any swimming pool.

6 To which swimming pools does this Division apply?

This Division applies to outdoor swimming pools that are situated, or proposed to be constructed or installed, on premises on which a residential building is located.

7 General requirements for outdoor swimming pools

(1) The owner of the premises on which a swimming pool is situated must ensure that the swimming pool is at all times surrounded by a child-resistant barrier:

- (a) that separates the swimming pool from any residential building situated on the premises and from any place (whether public or private) adjoining the premises, and
- (b) that is designed, constructed, installed and maintained in accordance with the standards prescribed by the regulations.

Maximum penalty: 10 penalty units.

Division 4 General

15 Maintenance of child-resistant barrier in good repair

(1) Despite any other provision of this Act, the occupier of any premises on which a child-resistant barrier:

- (a) is required by this Act to be installed in relation to a swimming pool, or
- (b) is, at the commencement of this Act or at any later time, installed in relation to a swimming pool, whether or not it is required by this Act to be installed, must, so long as the swimming pool exists, maintain the barrier in existence and in a good state of repair as an effective and safe barrier.

Maximum penalty: 10 penalty units.

- (2) The regulations may prescribe standards of maintenance for the purposes of this section.
- (3) A person who complies with the standards prescribed by the regulations is taken to have complied with this section.

16 Access to swimming pools must be kept securely closed

The occupier of any premises in or on which a swimming pool is situated must ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use.

Maximum penalty: 10 penalty units.

17 Warning notices must be erected near swimming pools

- (1) The occupier of any premises in or on which a swimming pool is situated must ensure that there is at all times maintained, in a prominent position in the immediate vicinity of the swimming pool, a sign erected in accordance with the regulations and bearing the notice required by the regulations.

Maximum penalty: 1 penalty unit.

- (2) The regulations may make provision for or with respect to the erection, display and maintenance of other signs, and the notices to be borne by those signs, by the occupier of any premises in or on which a swimming pool is situated.
- (3) Failure to comply with the requirements of this section or of a regulation which is expressed to be made for the purposes of this section does not give rise to any civil liability that would not exist apart from this section.

23 Local authority may order compliance with this Part

- (1) The local authority may, by order in writing served on the owner of any premises in or on which a swimming pool is situated, direct the owner to take, within such reasonable time as is specified in the direction, such measures as are so specified to ensure that the swimming pool or premises comply with the requirements of this Part or of a condition of an exemption granted under section 22.
- (2) Such a direction is of no effect to the extent to which it purports to impose requirements more onerous than the requirements of this Part or of a condition of an exemption granted under section 22.
- (3) A person on whom a direction is served must not fail to comply with the requirements of the direction.
Maximum penalty: 10 penalty units.
- (4) A direction does not cease to have effect merely because there is a change in the ownership of the premises to which the direction relates, but applies to the new owner in the same way as it applied to the old.

GWYDIR COUNCIL

Policy Number: T.01.01

Policy Section: Town Planning

Policy Title: THE RIGHT TO FARM

File reference:

OBJECTIVES:

To establish Council's support for the rights of rural landowners/occupiers to undertake legitimate rural activities.

POLICY STATEMENT:

That the following notice be attached to Planning Certificates issued to prospective purchasers of rural land;

NOTICE TO PURCHASERS OF RURAL AND RESIDENTIAL LAND IN GWYDIR SHIRE


1. Gwydir Shire Council supports the rights of persons to carry out legitimate rural, agricultural and agricultural products processing uses and practices land;
2. Gwydir Shire Council will not support any action to interfere with the legitimate rural, agricultural and agricultural products processing use of land;
3. Some activities carried out on rural land could cause nuisance in respect of noise, smell, odours, dust, spray emissions, smoke, vibration, blasting etc.
4. Intending purchasers of rural land who consider they may have difficulty in living with the above practices being carried out on adjacent or nearby land should seriously consider their position.

The above Policy Statement indicates Council's support for the rights of rural landowners/occupiers to undertake legitimate rural activities. However, it does not exempt any activity from the requirement to meet and/or comply with the provisions of relevant State and Commonwealth legislation, development consent conditions and Council's Policies and Codes, accepted agricultural industry practice.

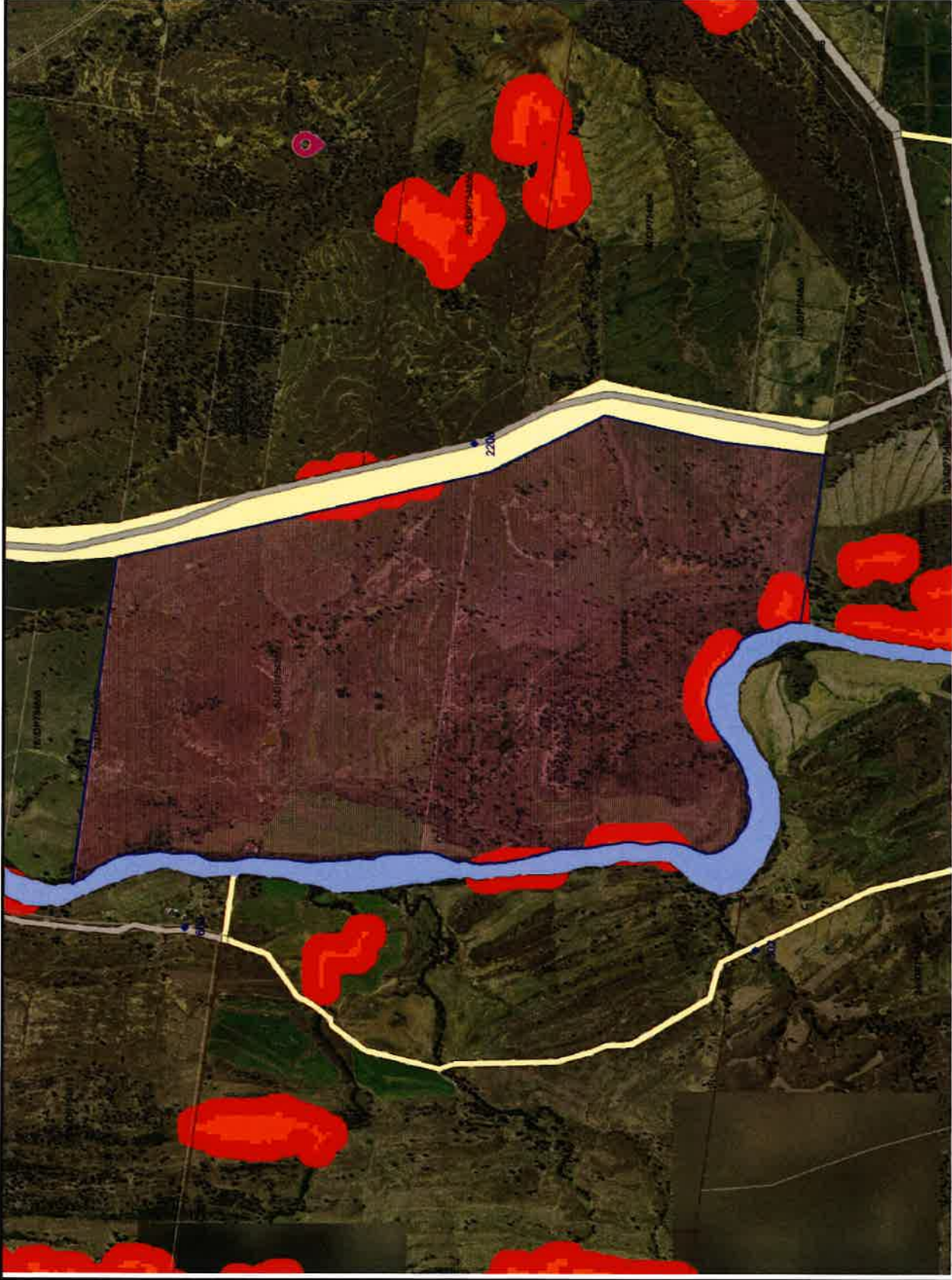
GWYDIR VALLEY FLOOD PLAIN ATLAS

CAMERON MCNAMARA PTY LTD
CONSULTING ENGINEERS
JUNE 1981.

pages 16 + 17.

 - property location (approximate)





- Annotations**
- 2208 Eulourie Rd
- Land Property**
- Rural Addressing
 - StreetNumbers
- Authority Details**
- PROPERTY**
- Region
 - Region
- CADASTRE**
- Region
 - Region
- Waterway**
- Transport**
- Road**
- CROWN
 - FREEHOLD
 - LOCAL GOVERNMENT THORITY
 - NSW GOVERNMENT
 - SHARED CROWN / CIL
 - UNKNOWN

- Planning**
- Bushfire Potential**
- Buffer
 - Vegetation Category 1
 - Vegetation Category 2

LGA LGA

500 m



2208 Eulourie Rd Pallal - Bushfire Potential

eGwydir Shire Council 2020. ©Lands Department, 2020. ©Aerometrex Pty Ltd 2017. All Rights Reserved. No part of this map may be reproduced without written permission. Enquiries and other user comments should be directed to: General Manager, BINGARRA NSW 2404.

Our Reference: S4776:20/7367:kag:kag
Contact: Kelli-Anne Gilkison – 02 6729 2028

Your Reference: SJC:200418



7 April 2020

APJ Law
342 Grey Street
GLEN INNES NSW 2370

Dear Sir/Madam

Drainage Diagram

I refer to your request of a Drainage Diagram for the property known as Lot: 2, DP 1228630, Lots: 61 & 86, DP 754856, "Coolowie" 2208 Eulourie Road Pallal, Parish of Pallal.

Council does not have a drainage diagram/sewer mains location map available for this property, the reasons being that the property is not located in an area serviced by mains sewer, and as such would be serviced by an onsite sewerage management system (ie a septic tank & absorption trench).

The fee of \$20.00 has been utilised in the search of Council records.

Should you require further information please contact Council's Planning Department.

Yours faithfully

Kelli-Anne Gilkison
Planning Administration Officer

GWYDIR SHIRE COUNCIL ABN 11 636 419 850

Locked Bag 5, Bingara NSW 2404 EMAIL mail@gwydir.nsw.gov.au WEBSITE www.gwydir.nsw.gov.au

BINGARA OFFICE 33 Maitland Street, Bingara NSW 2404 TELEPHONE 02 6724 2000 FACSIMILE 02 6724 1771

WARIALDA OFFICE 54 Hope Street, Warialda NSW 2402 TELEPHONE 02 6729 3000 FACSIMILE 02 6729 1400

WINNER OF THE A. B. BLUETT MEMORIAL AWARD > WINNER OF THE NSW TRAINING INITIATIVE AWARD



MR JOHN W ROBINSON
C/- SARA CLARK
342 GREY STREET
GLEN INNES NSW 2370

Our reference: 7115279157465

Phone: 13 28 66

7 April 2020

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello JOHN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410288950721
Vendor name	JOHN WILLIAM ROBINSON
Previous Vendor name	
Vendor address	'COOLOWIE' 2208 EULOURIE ROAD PALLAL NSW 2404
Clearance Certificate Period	7 April 2020 to 7 April 2021

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

Yours sincerely,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

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

CONTACT US

In Australia? Phone us on **13 28 66**

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



MRS CAROLYN A ROBINSON
C/- SARA CLARK
342 GREY STREET
GLEN INNES NSW 2370

Our reference: 7115279169918

Phone: 13 28 66

7 April 2020

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello CAROLYN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410288951782
Vendor name	CAROLYN ANNE ROBINSON
Previous Vendor name	
Vendor address	C/- 31 TALBRAGAR STREET DUBBO NSW 2830
Clearance Certificate Period	7 April 2020 to 7 April 2021

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

Yours sincerely,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

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

CONTACT US

In Australia? Phone us on **13 28 66**

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



Revenue

Enquiry ID 3247798
Agent ID 81429403
Issue Date 09 Apr 2020
Correspondence ID 1705406393
Your reference 200418 Robinson

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1228630/2	2208 EULOURIE RD PALLAL 2404	\$1 526 667
D754856/61		
D754856/86		

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2020 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

Yours sincerely,

Cullen Smythe

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

