

Our Ref: VG/KMB/212226-2

All Correspondence to Grenfell Office

21 December 2020

Peter Gordon
Gordon Agencies
671 Koorlong Avenue
IRYMPLE VIC 3498

By email: peter.gordon@gordonagencies.com.au

- PARTNERS -
Eris Gleeson BA LLB Grad Dip Tax Law
Rina Van Ommeren Dip Law (LPAB)
Andree Rowntree BA LLB
Vanessa Gibson BA LLB Grad Dip Urb Reg Planning
Rachael Power BCom LLB

- SENIOR ASSOCIATE -
Peter Moffitt OAM B Leg S

- ASSOCIATES -
Louise Manwaring BA LLB (Hons)
Mary-Louise Rentoule BSoc Sci LLB
Jenny Ferguson Conveyancing Manager
Laura Atkins BA LLB

Dear Peter

**RE: PETER JOHN BUTLER AND MERRILYN CATHERINE BUTLER AUCTION
PROPERTY: 893 DEATHS LANE, CARAGABAL**

We act for the Vendors and **enclose** the Contract for the sale of land in readiness for the auction.

Please note that any changes the Vendor agrees to for one proposed bidder must be offered to all proposed bidders and that we must be notified of those changes as soon as possible so that we are able to amend the Contract accordingly prior to the auction.

If the property is knocked down to a purchaser or otherwise sold on the auction day, please arrange for the Contracts to be signed in the normal way and then the copy signed by the purchaser sent to us immediately.

If you require any additional special conditions noting the online auction, please contact us immediately.

Please ensure that an announcement is made at the auction that, if the purchaser is a company, it is a condition of the Contract that either the director (if the company is a sole director company) or both directors of the company complete by adding their name/s and execute the guarantee annexed to the Contract. Please ensure that the director or directors complete by adding their name/s and execute the guarantee when Contracts are signed.

Please ensure that a copy of this letter is kept with the Contract until the auction takes

YOUNG OFFICE

James Gordon Chambers 26 Lovell Street Young NSW 2594 • PO Box 21 Young NSW 2594
Telephone: 6382 5855 • E-mail: young@ggmlawyers.com.au

GRENFELL OFFICE

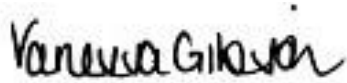
129 Main Street Grenfell NSW 2810 • PO Box 21 Grenfell NSW 2810
Telephone: 6343 1866 • E-mail: grenfell@ggmlawyers.com.au

www.ggmlawyers.com.au

place.

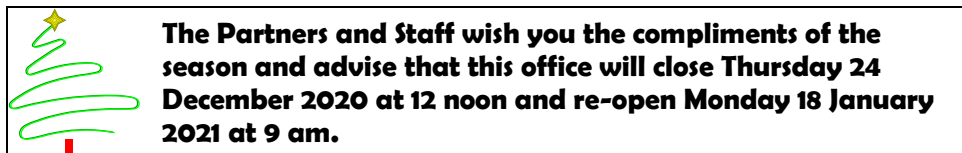
Yours faithfully

GORDON GARLING MOFFITT



Vanessa Gibson
Partner

Contact Person: Kim Berry
Email: kim.berry@ggmlawyers.com.au



Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	GORDON AGENCIES PTY LTD 671 Koorlong Avenue Irymple VIC 3498	phone 03 5024 6855 mobile 0417 380 688 ref
co-agent	Not Applicable	phone fax ref
vendor	PETER JOHN BUTLER and MERRILYN CATHERINE BUTLER "Wheogo" 893 Deaths Lane, Caragabal NSW 2810	
vendor's solicitor	GORDON GARLING MOFFITT 129 Main Street, Grenfell NSW 2810 PO Box 21, Grenfell NSW 2810 email: vanessa.gibson@ggmlawyers.com.au	phone 02 6343 1866 fax 02 6343 1029 ref VG/KMB/212226-2
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	893 DEATHS LANE, CARAGABAL NSW 2810 Registered Plan: Lot 10, 68 & 14 in Deposited Plan 753130 Folio Identifier 10/753130, 68/753130 and 14/753130 <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 Annexure "A"	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input checked="" type="checkbox"/> other documents: see item 58 in the List of Documents	

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

inclusions	See Annexure "A"	
exclusions		
purchaser		
purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer	email:	phone fax ref
price	\$ _____	
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

ChoicesVendor agrees to accept a *deposit bond* (clause 3) NO yesNominated *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):

Parties agree that the deposit be invested (clause 2.9) NO yes**Tax information (the parties promise this is correct as far as each party is aware)**Land tax is adjustable NO yesGST: Taxable supply NO yes in full yes to an extentMargin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make an *GSTRW payment*: (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 *GSTRW rate* (residential withholding rate): \$Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

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

"A"

Improvements

House

2 x Machinery Sheds (workshop)

2 x sheep yards

3 x Pressure pumps

2 x Tanks

3 car garage

Inclusions

Wood heater

3 x Reverse cycle air conditioner

Blinds

Light fittings

Electric hot water services

Stove

Dishwasher

Clothesline

Fixed floor coverings

SPECIAL CONDITIONS

1. REAL ESTATE AGENT WARRANTY

The Purchaser warrants that no Real Estate Agent other than the Agent, if any, shown as the Vendors' Agent hereon has on behalf of the Vendors shown the property to the Purchaser or introduced the Vendors to the Purchaser or in any other manner been the real and effective cause of the Vendors entering into this Contract. In the event of any claim being brought against the Vendors by any person claiming commission or damages against the Vendors as a result of any matter which would amount to a breach of the warranties herein contained the Purchaser shall indemnify the Vendors against such claim including all legal costs both on a party and party and solicitor and client basis incurred by the Vendors in resisting such claim and the indemnities and warranties herein contained shall not merge on completion.

2. LATE COMPLETION INTEREST

If completion does not take place on or before the date specified by this Contract otherwise than as a result of any default by the Vendors, the Purchaser shall pay interest at the rate of 7% per annum accruing daily on the balance of moneys and any other moneys owing pursuant to this Contract from the date for completion until the actual date of completion (but without prejudice to all and any other rights of the Vendors pursuant to this Contract) and it is an essential term of this Contract that such interest be paid on completion. The Purchaser hereby acknowledges that interest at the rate of 7% per annum represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendors as a result of completion not taking place within the time specified by this Contract.

3. PURCHASERS WARRANTY AS TO FINANCE

The Purchaser warrants to the Vendors that:

- 3.1 the Purchaser does not require finance to purchase the property; or
- 3.2 the Purchaser has obtained approval for finance to purchase this property on terms reasonable to the Purchaser;

and the Purchaser acknowledges that, as a result of making this disclosure, the Purchaser cannot terminate this Contract pursuant to the Consumer Credit (New South Wales) Code.

4. PURCHASER'S OWN INSPECTION

The Purchaser acknowledges that they are purchasing the property and all improvements thereon in their present condition and state of repair and subject to all defects, latent or patent (if any), contained therein and further that they shall make no objection, requisition or claim for compensation in relation thereto.

5. NOTICE TO COMPLETE

It is expressly agreed by both parties that fourteen (14) days shall be a reasonable and adequate time for the insertion in any Notice served by one party upon the other requiring completion of and making time the essence of this Contract.

6. REQUISITIONS, OBJECTIONS, CLAIMS FOR COMPENSATION

No requisition or objection or claim for compensation shall be made by the Purchaser:

- 6.1 In the event of any adjoining lands or roadways being encroached upon by or fenced in with the subject land or in the event of there being any encroachment upon the subject land or in respect of any insufficiency of fencing on the subject land;
- 6.2 In respect of any telephone line or lines whether the property of Telstra or not or any electric power line or lines and posts and fitting erected on or passing over or through the subject land or any rights or easements in respect of same or the want of any easement;
- 6.3 In respect of any mining leases, authorities to enter and exploration licences and any application for any leases or authorities to enter or licences affecting the subject property. The Vendor warrants that he has no notice of such mining leases, authorities to enter or exploration licences.
- 6.4 In the event that any dam has been constructed on any creek or watercourse passing through the property without authority or that there are any other contraventions of the Water Act or regulations, the Vendor warrants that he is not aware of such contraventions. The Vendor will not be responsible for the absence of any licence, permit or authority for bores, pumps, dams levee banks and other works to which the Water Act extends.

7. CONSIDERATION FOR PLANT

It is agreed that the consideration receivable for any plant (as defined by the Income Tax Assessment Act) which passes with the property sold shall for the purposes of that Act be the written down value as ascertained in accordance with the Act provided that the consideration for any item of plant having no residual value shall be \$1.00.

8. ENCLOSURE PERMIT

All enclosure permits, if any, held in connection with the property are given-in and the Vendor shall do all things and sign all documents reasonably requested to enable the same to be transferred to the Purchaser on completion and the rent thereof shall be apportioned between the parties in accordance with Special Condition 12 hereof. The Purchaser shall pay the transfer fee to the appropriate Department.

9. LIVESTOCK

The Vendor will not depasture upon the subject land any more stock than are presently thereon together with any progeny.

10. EARLY ACCESS

Following exchange of Contracts the Purchaser shall have the right to enter the property together with their workmen for the purposes of cultivating an area up to hectares such area as designated by the Vendors or their Agent according to the usual methods of farming practice in the district subject to the following:-

- 10.1 Any such farming activities carried out on the property by the Purchaser shall be carried out entirely at the Purchaser's own risk and the Purchaser shall indemnify and keep indemnified the Vendors in respect of any damage to the property or injury to person arising from or incidental to the Purchaser's farming activities referred to in this Special Condition.
- 10.2 The Purchaser shall, at their own expense, effect and keep effected in respect of the property Public Risk Insurance Policy for a liability of at least \$20,000,000.00 until completion and same shall be produced to the Vendors on demand for inspection.

11. SEPTIC ON-SITE EFFLUENT MANAGEMENT SYSTEM

The Purchaser acknowledges that the property is serviced by an on-site effluent management system that is not connected to Council's main reticulated sewerage system and that this septic has not been inspected by Council. The Purchaser shall make no objections, requisitions or claims for compensation in relation to the septic system or require an inspection by Council and will not be entitled to delay settlement in any way with regards to the septic system or an inspection by Council.

12. GUARANTEE & INDEMNITY

Annexed hereto and marked with the letter "A" is a Guarantee and Indemnity. In the event that the Purchaser is a Company, the Directors and Secretary of the Purchaser Company guarantees to the Vendors the due and punctual performance of all the

obligations, undertakings and provisions contained in or implied by this Contract and shall complete and sign Annexure "A" hereto.

ANNEXURE "A"

GUARANTEE AND INDEMNITY

We, the Guarantors, whose names and addresses and descriptions are set out in the Schedule hereto ("the Guarantors") in consideration of, ("the Vendor") selling to the Company/Purchaser described in the Schedule hereto ("the Purchaser") at our request the property briefly described in the Schedule hereto for the price and upon the terms and conditions in the Agreement for Sale described in the Schedule hereto ("the Agreement") DO HEREBY for ourselves, our respective executors and administrators jointly and severally covenant with the Vendor as follows:

- (a) That if at any time default shall be made in payment of the deposit or the balance of purchase money or interest or other moneys payable by the Purchaser to the Vendor in terms of the Agreement or in the performance or observance of any term or condition of the Agreement to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, balance of purchase money, interest charges or the moneys which shall then be due and payable to the Vendor.
- (b) That as a separate and independent obligation we hereby indemnify and keep and hold the Vendor indemnified against all loss of purchase money, interest or other moneys payable under the Agreement and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default or failure as aforesaid or any repudiation on the part of the Purchaser in relation to the Agreement.
- (c) That this Guarantee and Indemnity is and shall be a continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Agreement or the performance or observance of any of the agreements,

obligations or conditions under the Agreement or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us, our executors and administrators.

SCHEDULE

Guarantors:

(1) Full name:
Address:
Occupation:

(2) Full name:
Address:
Occupation:

COMPANY/PURCHASER:

PROPERTY: 893 Deaths Lane, Caragabal

AGREEMENT FOR SALE DATED:

IN WITNESS WHEREOF the said Guarantors have hereunto set their hands and seals this day of Two Thousand and

SIGNED SEALED AND DELIVERED)
by the said)
in the presence of:)

.....
Witness

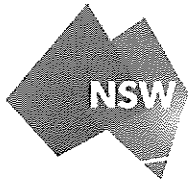
.....
Name (BLOCK LETTERS)

SCHEDULE OF LANDS

PETER JOHN BUTLER
MERRILYN CATHERINE BUTLER

Weddin
Parish of Wheoga
County of Gipps

Lot and Deposited Plan and Crown Plan Details	Title Reference	Area (approx.)
Lot 14 DP753130 Crown Plan 2896.1871	14/753130	163.4931 ha (404 ac)
Lot 68 DP753130 Crown Plan 3206.1871	68/753130	0.8094 ha (2 ac)
Lot 10 DP753130 Crown Plan 1084.1871	10/753130	176.8478 ha (437 ac)
	TOTAL	341.1503 ha (843 ac)



FOLIO: 14/753130

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/12/2020	4:01 PM	5	2/9/2018

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

LAND

LOT 14 IN DEPOSITED PLAN 753130
LOCAL GOVERNMENT AREA WEDDIN
PARISH OF WHEOGA COUNTY OF GIPPS
(FORMERLY KNOWN AS PORTION 14)
TITLE DIAGRAM CROWN PLAN 2896.1871

FIRST SCHEDULE

PETER JOHN BUTLER
MERRILYN CATHERINE BUTLER
AS JOINT TENANTS

(T 2392109)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 5118177 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

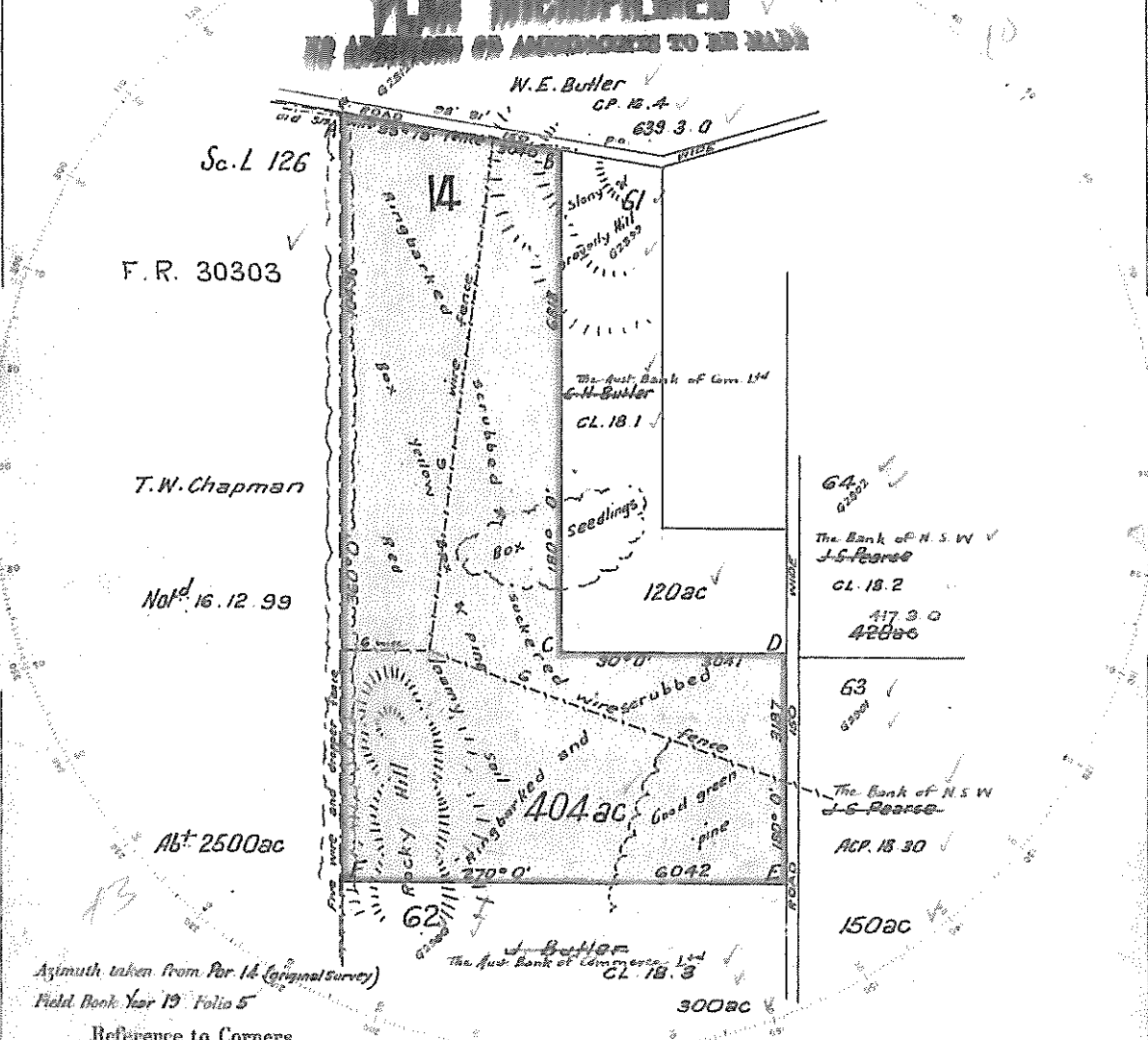
PLAN OF PORTION 14
County of Gipps Parish of Wheoga
LAND DISTRICT OF GRENFELL LAND BOARD DISTRICT OF FORBES
Resumed Area No^o Pastoral Holding, Central Division.

LINE BOARD DISTRICT
 No 1913
 ENCLOSURE
 FORBES

Applied for under the 87th Section of the Crown Lands Consolidation Act 1913 by *Walter Robert Butler*
 Within area set apart for Additional Holdings of 2 1/2 4 p a No^o 7th Jan 18th April 8th July 13

For No^o C.P. No^o
 For No^o 14 C.L. No^o 18.4 July 8th

Within the
 Bourke, Cooper, Dowling
 and Gipps Gold Field
 Proclaimed 19th. Oct. 1880.



Asimuth taken from Por. 14 (Original Survey)
 Field Book Year 19 Folio 5

Reference to Corners

Corner	Bearing	Front	Links	P on File
A	321° 58'	Box	50.1	14
B	330° 0'	Box	63.6	14. 61
C		Post	14.	61
D		Post	14.	61
E	130° 40'	Pine	53.7	14. 62
F	209° 53'	Box	73.4	14. 62

Reference to Traverse

Line	Bearing	Distances

I hereby certify that I in person made and on the 13th Dec^r 1918 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.

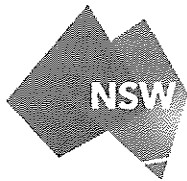
Walter Robert Butler Licensed Surveyor
 Transmitted to the District Surveyor with my letter of 27th Dec^r 18 No^o 60

Charted on Head Office Map Sheet No^o 17 & Passed 14.9.9.18
 Checked and Certified
 Examined
 Plan approved 13th March 1919

Value of Improvements Fencing
 Ringing etc

Scale 20 Chains to an Inch

G2896 1871



FOLIO: 68/753130

SEARCH DATE	TIME	EDITION NO	DATE
8/12/2020	4:01 PM	4	20/8/1996

LAND

LOT 68 IN DEPOSITED PLAN 753130
LOCAL GOVERNMENT AREA WEDDIN
PARISH OF WHEOGA COUNTY OF GIPPS
(FORMERLY KNOWN AS PORTION 68)
TITLE DIAGRAM CROWN PLAN 3206.1871

FIRST SCHEDULE

PETER JOHN BUTLER
MERRILYN CATHERINE BUTLER
AS JOINT TENANTS (T 2392109)

SECOND SCHEDULE (1 NOTIFICATION)

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

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES
NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED
CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS
RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE
IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND
COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

WEDDIN SHIRE



H.O. 169

PLAN OF PORTION 68

County of Gipps Parish of Wheaga
 LAND DISTRICT OF GRENFELL LAND BOARD DISTRICT OF FURBES

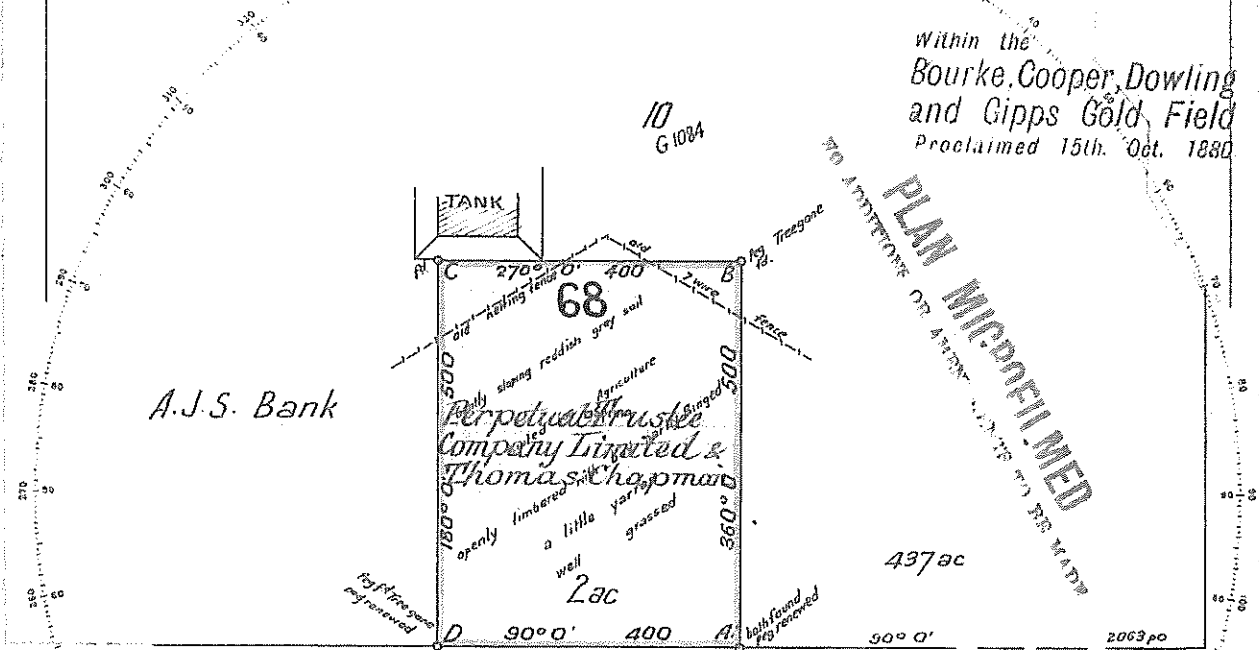
Occupation License No. Holding, Central Division.

Applied for under the Section of the Crown Lands Consolidation Act 1913 by

Measured for Auction Sale

Within W R 1901 Not^d 3rd Feb'y 1880 Revoked 17th April 1925
 Sale at Grenfell on 29th June 1925 Cat. 8 5 25
 Por. 68 sold to Perpetual Trustee Company Limited & Thomas Chapman Sale Completed vide Sales 25, 17/87

Within the Bourke, Cooper, Dowling and Gipps Gold Field Proclaimed 15th Oct. 1880



H.F Area No 1593

Not^d 31st Oct^r 24 Avail 19th Jan^{ly} 25

Azimuth taken from A-B
 Field Book 8014 Pages 61

Reference to Corners

Corner	Bearing	From	Links	ft on Tree
A	253° 12'	Dr. Box	26.5	10. 68 (PO)
B		Post		10. 68 (PO)
C		Post		10. 68 (PO)
D	59° 27'	Box	32.3	10. 68 (PO)

Reference to Traverse

Line	Bearing	Distance

I hereby certify that I in person made and on the 21st Jan^y 1925 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.

Alan C. Robb. Licensed Surveyor

Transmitted to the District Surveyor with my letter of

Voucher No ~ Passed Staff
 Calculation Book No ~ Folio
 Checked and Charted W. J. Broadfoot 11.2.25
 Examined and }
 Plan approved

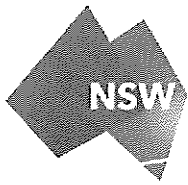
Value of Improvements

STANDARD TRACING PREPARED

Scale 2 Chains to an Inch.

Acting Draftsman-in-Charge

Photographed & Printed at the Department of Lands Sydney N.S.W. 1925
 Cat. No C. 3206 1871



FOLIO: 10/753130

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/12/2020	4:01 PM	4	20/8/1996

LAND

LOT 10 IN DEPOSITED PLAN 753130
LOCAL GOVERNMENT AREA WEDDIN
PARISH OF WHEOGA COUNTY OF GIPPS
(FORMERLY KNOWN AS PORTION 10)
TITLE DIAGRAM CROWN PLAN 1084.1871

FIRST SCHEDULE

PETER JOHN BUTLER
MERRILYN CATHERINE BUTLER
AS JOINT TENANTS (T 2392109)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Grenfell
 Central Division
 Resumed Area No. 505
 Bogga Bogga Pastoral Holding

89.1714
 Enclosure
 OFFICE OF THE SURVEYOR

PLAN OF PORTION 10
 County of Gipps Parish of Wheoowa
 LAND DISTRICT OF GRENFELL LAND BOARD DISTRICT OF FORBES

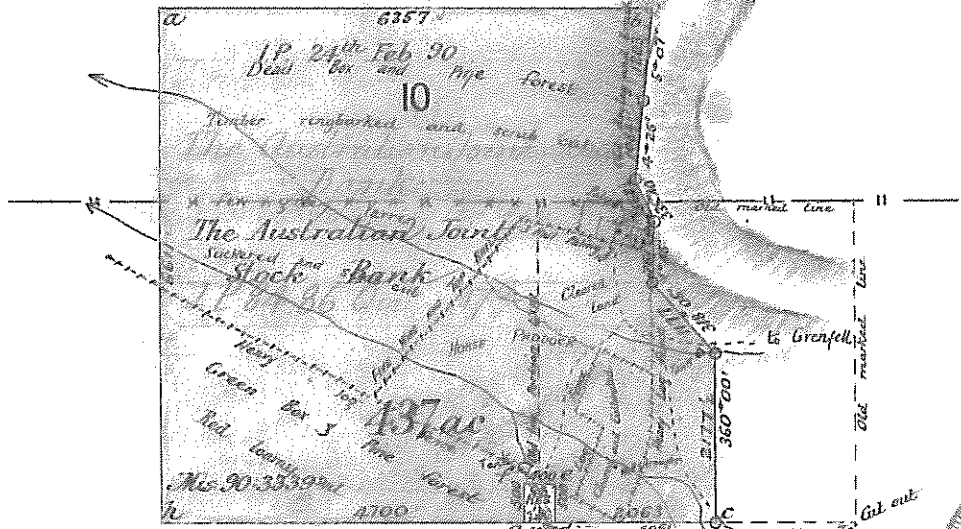
Applied for under the 2nd Section of the Crown Lands Act of 1884 by
 The Australian Joint-Stock Bank

~~Cancels 1114~~ 1426

For No 10 IP No 8786 dated 17th Oct 1884
 For No CL No 8 / Release of Sec 25 of Res 7740
 Partly within Reserve from Conditional Sale No 7740 notified 10th Nov 1888
 For No 10 withdrawn from Res 7740 from Cond Sale 10th Aug '89 No. 89 6951

Within the
COOPER, COOPER, DOWNING & CO'S
 Conditional Sale Pastoral Holding (No. 7740)
 1884) issued by C.L. under the 14th
 Section of the Act of 1871.

R 7740 FROM CONDITIONAL SALE
 NOTIFIED 10th NOV^r 1888



PLAN MICROFILMED

ADDITIONS OR AMENDMENTS TO BE MADE

Charted on N. C. maps
 Examined - F.M.T.
 Azimuth taken from d, i
 Field Book Vol. Folio

You 89.18
 8000 @ 3.20102 @ 6
 3 Cords @ 5/
 3 Tracings @ 2 1/2
 15/- Increase

Reference to Corners

Corner	Bearing	From	Links	ft on Trov
a	152° 29'	D ^o Box	43 1/2	10
b	228° 02'	D ^o Box	18	10
c	141° 40'	D ^o Gym	11 1/2	10
d	253° 14'	Box	26 1/2	10 Res
e	335° 00'	D ^o Box	52	10 Res
f	Stake only			10 Res
g	57° 00'	Box	32	10 Res
h	25° 00'	Box	20 1/2	10

Reference to Traverse

Line	Bearing	Distance

I hereby certify that I in person made and on the 12th Feb^r 1889 completed the survey represented on this plan on which are written the bearings and the 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 Surveyor General's Department.

1084-1871
 Licensed Surveyor

Voucher No 89.18 Passed 17-5-89
 Calculation Book No 1056 Folio
 Checked and Charted
 Plan approved
 District Surveyor

Value of Improvements based on 100,000 and 200,000. Scale 20 Chains to an Inch.

WEDDIN SHIRE COUNCIL



PO Box 125
GRENFELL NSW 2810
Phone: (02) 63431212
Facsimile: (02) 63431203
Email: mail@weddin.nsw.gov.au
Web: www.weddin.nsw.gov.au
ABN: 73 819 323 291

Certificate under Part 10 Section 10.7 Environmental Planning Assessment Act, 1979

To: Gordon Garling Moffitt PO Box 21 GRENFELL NSW 2810	Certificate No: 2021084 Date: 10/12/2020
---	---

Application:

Applicant's Reference: VG/KMB/212226-2 Date Received: 10/12/2020
Fee Paid: \$53.00 Receipt No: 295197

Description of Land:

Assessment No: 15305
Street Address: 893 Deaths Lane CARAGABAL 2810

Property Description: PH WHEOGA LOT 14 DP 753130 AREA 163.5 HA.

County: Gipps Parish: Wheoga (Gipps)
Area: 163.5 Hectares

Owner Recorded By Council: Mr P J & Mrs M C Butler

Address of Owner: "Wheogo"
Piney Range
GRENFELL NSW 2810

Note: It should not be assumed that any current landuse or building has Council consent.

Pursuant to Part 10 Section 10.7 of the Act, the Council certifies that at the date of this Certificate, the matters described below apply to the subject land.

1. **State and Regional Environmental Plans and Policies:**

Matters relating to either gazetted or draft State environmental planning policies or regional environmental plans applying to the land, which the Minister of Planning has notified the Council to specify in this Certificate, are listed in Appendix "D".

2. **Local Planning Instruments:**

The local environmental plans, draft local environmental plans and development control plans (DCPs) applying to the land are:

- i) Weddin Local Environmental Plan 2011 (LEP 2011)
- ii) Weddin Shire Council DCP 2014

Copies of these instruments are available online at: www.weddin.nsw.gov.au or for viewing at the Council offices.

Weddin Local Environmental Plan 2011

- a) The identity of the zone applicable to the land is:

RU1 - Primary Production
E3 - Environmental Management
R5 - Large Lot Residential
R1 - General Residential
B2 - Local centre
IN1 - General Industrial
RE1 - Public Recreation
RE2 - Private Recreation
RU5 - Village
E1 - National Parks and Nature Reserves
SP2 - Infrastructure
RU3 - Forestry

- b) Purposes for which development may be carried out without development consent:
- see Land Use Table of Weddin Local Environment Plan 2011 marked "Permitted without consent"
- c) Purposes for which development may be carried out with development consent:
- see Land Use Table of Weddin Local Environment Plan 2011 marked "Permitted with consent"
- d) Purposes for which the carrying out of development is prohibited:
- see Land Use Table of Weddin Local Environment Plan 2011 marked "Prohibited"

Note: The above information is subject to the further provisions of the instrument.

- e) the minimum land dimensions for the erection of a dwelling house on the land are:
RU1 Primary Production - 400 ha in agricultural land
R5 Large Lot Residential - 4000 m² - 10ha (refer to Minimum Lot Size maps)
R1 General Residential - 900 m² - 10ha (refer to Minimum Lot Size maps)

Note: exemptions to these standards may apply and are defined in LEP 2011

- f) the land ~~does~~/~~does not~~ comprise critical habitat.
- g) the land ~~is~~/~~is not~~ within a conservation area.
- h) the land ~~does~~/~~does not~~ contain an item of environmental heritage.

Draft Local Environmental Plans

Details of any draft local environmental plans which apply to the land are given in Appendix "A", where the standards are different to the provisions above from LEP 2011.

3. Declared State Significant Development

Complying Development

Complying development ~~may~~/may not be carried out under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* upon this land.

Should complying development **not** be permitted as identified above, it is due to the following reason.

General Housing Code and Rural Housing Code

- on land that comprises, or on which there is, an item of environmental heritage as identified in an environmental planning instrument,
- land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding or swimming pool,
- land that is reserved for a public purpose in an environmental planning instrument,
- land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2,
- land that is subject to a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a property vegetation plan under the *Native vegetation Act 2003*,
- excluded land identified by an environmental planning instrument, or
- land that is in the 25 ANEF contour or a higher ANEF contour, unless the development is only for the erection of ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling house,
- unsewered land:
 - (i) to which *Drinking Water Catchments Regional Environmental Plan No 1* applies,
 - (ii) in any other drinking water catchment identified in any other environmental planning instrument,
- land that is declared to be a special area under the *Sydney Water Catchment Management Act 1998*.

Housing Alterations Code and General Development Code

The land is unsewered:

- to which *Drinking Water Catchments Regional Environmental Plan No 1* applies,
- in any other drinking water catchment identified in any other environmental planning instrument.

Commercial and Industrial Alterations Code

The land is land on which complying development ~~may~~/may not be carried out under this Code.

Subdivisions Code

The land is land on which complying development ~~may~~/may not be carried out under this Code.

Demolition Code

The land is land on which complying development ~~may~~/may not be carried out under this Code.

Fire Safety Code

The land is land on which complying development ~~may~~/may not be carried out under this Code.

4. **Coastal Protection Act:**

The land is not affected by the Coastal Protection Act.

5. **Mines Subsidence District:**

The land is not proclaimed to be a Mines Subsidence District within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961.

6. **Road Widening:**

The land ~~is~~/is not affected by any road widening or road realignment proposal under:

- a) Division 2 of Part 3 of the Roads Act 1993; or
- b) any environmental planning instrument; or
- c) any resolution of Council.

7. **Policies on Hazard Risk Restrictions**

The land ~~is~~/is not 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 referral to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

Advice on bushfire prone land is given in clause 11 below.

7A. **Flood Related Development Controls**

- a) Development on the 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~~/is not subject to flood related development controls.
- b) Development on the land or part of the land for any other purpose ~~is~~/is not subject to flood related development controls.
- c) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environment Plans) Order 2006.

8. **Land Reserved for Acquisition**

There are no environmental planning instruments applying to the land which provide for the acquisition of the land by a public authority, as referred to in Section 27 of the Act.

9. **Contributions Plans**

The "Grenfell Sewer Contribution Plan" ~~does~~/does not apply to subdivisions, the erection of a new dwellings or other commercial development on this land.

9A. **Biodiversity certified land**

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

10. **Biodiversity stewardship sites**

The land ~~is~~/is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

10A. **Native vegetation clearing set asides**

If the land ~~does~~/does not contain a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11. **Bushfire Prone Land**

The land ~~is~~/is not shown as bush fire prone land (as defined in the Act) in Council's records. Further details of any applicable restrictions on development of the land may be obtained on application to Council.

12. **Property Vegetation Plans**

Council ~~has~~/has not been notified that the land is subject to a Property Vegetation Plan under the Native Vegetation Act, 2003

13. **Orders Under Trees (Disputes with Neighbours) Act, 2006.**

Council ~~has~~/has not been notified by the NSW Land & Environment Court that an order has been issued under the Trees (Disputes with Neighbours) Act, 2006 to carry out work in relation to a tree on the land.

14. **Directions under Part 3A**

There ~~is~~/is not 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.

15. **Site compatibility certificates and conditions for seniors housing**

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies:

- a) There ~~is~~/is not 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:
 - i) the period for which the certificate is current, and
 - ii) that a copy may be obtained from the head office of the Department of Planning, and
- b) There ~~is~~/is not 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.

16. **Site Compatibility certificates for infrastructure**

There is not a valid site compatibility certificate (infrastructure), 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:

- a) the period for which the certificate is valid, and
- b) that a copy may be obtained from the head office of the Department of Planning.

17. **Site compatibility certificates and conditions for affordable rental housing**

(1) There ~~is~~/is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

(2) There ~~is~~/is not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. **Paper subdivision information**

(1) There ~~is~~/is not a development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot including the date of any subdivision order that applies to the land and words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

19. **Site verification certificates**

There ~~is~~/is not a current site verification certificate, of which the council is aware, in respect of the land including

(a) the matter certified by the certificate, and

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 *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

(b) the date on which the certificate ceases to be current (if any), and

(c) that a copy may be obtained from the head office of the Department.

20. **Loose-Fill Asbestos Insulation Register**

A residential dwelling erected on this land ~~has been~~/has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

21. **Affected building notices and building product rectification orders**

(a) There ~~is~~/is not any affected building notice of which the council is aware that is in force in respect of the land.

(b) There ~~is~~/is not 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

(c) There ~~is~~/is not a 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.

22. **Matters Arising under the Contaminated Land Management Act 1997**

The following matters are advised under the Contaminated Land Management Act 1997:

a) The land ~~is~~/is not 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) The land ~~is~~/is not 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) The land ~~is~~/is not 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) The land ~~is~~/is not 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) The land ~~is~~/is not 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.

Disclaimer

The above information has been taken from Council's records, but Council cannot accept responsibility for any omission or inaccuracy.



.....
GLENN CARROLL
GENERAL MANAGER

APPENDIX "A"
Draft Local Environmental Plans

The following draft local environmental plans apply to the land as follows:

NIL

APPENDIX "B"
Declared State Significant Development

Details of any declared State significant development by virtue of a declaration that has been made by the Minister under section 76A(7)(b) of the Act and that applies to the land, are as follows:

NIL

APPENDIX "C"
General Property Information and/or Advice

- ~~1. **Heritage Considerations**
 - The property is within the Grenfell Urban Conservation Area as listed in the Register of the National Trust of (NSW) and Schedule 5 of Weddin LEP 2011
 - The property is within the Heritage Conservation Area as listed Schedule 5 of Weddin LEP 2011
 - The property is listed in the Register of the National Trust of Australia (NSW) as:
 - a building of historical significance
 - a Cemetery Conservation Area.
 - The property is listed in Schedule 5 of Weddin LEP 2011.~~
2. **Demolition of Buildings**

Council's consent is required for the demolition of buildings under Environmental Planning and Assessment Act 1979, as amended.
- ~~3. **Gravel Pit**

An approved gravel pit (No.....) is located on this property and is operated by agreement with the Council.~~
4. **Other Considerations**
 - **Council Development Control Plan 2014 (Available on Request)**
 - **Tree Preservation Policy (Available on Request)**
 - **Grenfell Fencing Policy (Available on Request)**

APPENDIX "D"

SCHEDULE OF STATE AND REGIONAL ENVIRONMENTAL PLANS AND POLICIES (Re ITEM 1)

The following State Environmental Planning Policies, Regional Environmental Plans, Draft State Regional Environmental Plans and Draft State Environmental Planning Policies apply to land within the Shire.

State Environmental Planning Policy No. 1

17 October 1980 - aims to provide flexibility in the application of planning controls related to development standards.

State Environmental Planning Policy No. 21

24 April, 1992 - Caravan Parks outlines some development requirements and considerations in relation to the use of sites for caravan parks.

State Environmental Planning Policy No. 33

Hazardous and Offensive Development - Applies to all land within the Shire and aims to provide clear and uniform definitions of offensive and hazardous industry and ensure rigorous and comprehensive assessment.

State Environmental Planning Policy No. 36

Manufactured Home Estates (MHE's) - to ensure that development opportunities are created for MHE's and to establish planning controls for those estates.

State Environmental Planning Policy No. 44

Koala Habitat Protection - provides guidelines with regards to Koala habitats which a Council must take into consideration when determining a development or rezoning application.

State Environmental Planning Policy No. 50

Canal Estate Development - aims to prohibit canal estate development of the kind described in the policy.

State Environmental Planning Policy No. 55

Aims to promote the remediation of contaminated land to reduce risk of harm to human health and the environment.

State Environmental Planning Policy No. 64

Aims to ensure signage is compatible with the desired amenity and visual character of an area, to provide effective communication in suitable locations and be of high quality design and finish.

State Environmental Planning Policy No. 65

Design Quality of Residential Flat Development (26/07/02).

State Environmental Planning Policy (SEPP)

Housing for Seniors or People with a Disability (31/03/04)

State Environmental Planning Policy (SEPP)

Building Sustainability Index: BASIX (25/06/2004).

State Environmental Planning Policy (SEPP)

Australian Rail Track Corporation – Rail Infrastructure (03/09/2004).

State Environmental Planning Policy (SEPP)

Major Projects (09/01/2009).

State Environmental Plan (SEPP)

Temporary Structures and Place of Public Entertainment

State Environmental Plan(SEPP) – Infrastructure (2007)

State Environmental Planning Policy Seniors Living (2004)

This Policy aims to encourage the provision of housing(including residential care facilities) that will:

- a) increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and
- b) make efficient use of existing infrastructure and services, and c) be a good design.

State Environmental Plan (SEPP) No. 64

Amendment to Advertising and Signage and Consultation Draft Transport Corridor Outdoor Advertising and Signage Guidelines. (15/12/2008)

State Environmental Planning Policy(SEPP) – Rural Lands

Rural Planning & Subdivision Principles (10/05/2008)

State Environmental Planning Policy (Affordable Rental Housing) 2009

Mid Lachlan Regional Vegetation Management Plan 2001

Aims to promote the sustainable management of native vegetation in the Mid Lachlan Region in a manner which is balanced, achievable and supported by the Region's local communities.

Integrated Catchment Management Plan for the Lachlan Catchment 2002 (also known as Lachlan Catchment Blueprint)

The Blueprint provides clear direction for the changes needed in natural resource management and the onground actions that need to occur, the advisory and education services that we need to resource this plan.

Bland Creek Catchment and Action Plans

Addresses local natural resource and land management issues such as salinity, native vegetation, soil erosion, riparian zones, water quality etc and an economic analysis of the issues.

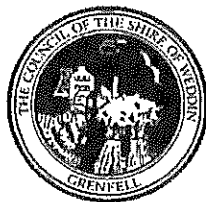
Land Use Zones – Weddin LEP 2011

Weddin LEP 2011 Zones
RU1 Primary Production
E3 Environmental Management
R5 Large Lot Residential (see map to determine lot size)
R1 General Residential
B2 Local Centre
IN1 General Industrial
RE1 Public Recreation
RE2 Private Recreation
RU5 Village
E1 National Parks and Nature Reserves
SP2 Infrastructure
RU3 Forestry

Note: all zoning enquiries at this time will need to be referred to the Environmental Services area of Council until such time as the electronic data is updated and checked.

These zones need to be determined in consultation with the zoning maps.

WEDDIN SHIRE COUNCIL



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Email: mail@weddin.nsw.gov.au
Web: www.weddin.nsw.gov.au
ABN: 73 819 323 291

Certificate under Part 10 Section 10.7 Environmental Planning Assessment Act, 1979

To: Gordon Garling Moffitt PO Box 21 GRENFELL NSW 2810	Certificate No: 2021083 Date: 10/12/2020
---	---

Application:

Applicant's Reference: VG/KMB/212226-2 Date Received: 10/12/2020
Fee Paid: \$53.00 Receipt No: 295145

Description of Land:

Assessment No: 15230
Street Address: Wheoga (Gipps) Parish GRENFELL 2810

Property Description: PH WHEOGA LOTS 10 68 DP 753130 AREA 177.7 HA

County: Gipps Parish: Wheoga (Gipps)
Area: 177.7 Hectares

Owner Recorded By Council: Mr P J & Mrs M C Butler

Address of Owner: "Wheogo"
Piney Range
GRENFELL NSW 2810

Note: It should not be assumed that any current landuse or building has Council consent.

Pursuant to Part 10 Section 10.7 of the Act, the Council certifies that at the date of this Certificate, the matters described below apply to the subject land.

1. **State and Regional Environmental Plans and Policies:**

Matters relating to either gazetted or draft State environmental planning policies or regional environmental plans applying to the land, which the Minister of Planning has notified the Council to specify in this Certificate, are listed in Appendix "D".

2. **Local Planning Instruments:**

The local environmental plans, draft local environmental plans and development control plans (DCPs) applying to the land are:

- i) Weddin Local Environmental Plan 2011 (LEP 2011)
- ii) Weddin Shire Council DCP 2014

Copies of these instruments are available online at: www.weddin.nsw.gov.au or for viewing at the Council offices.

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- a) The identity of the zone applicable to the land is:

RU1	-	Primary Production
E3	-	Environmental Management
R5	-	Large Lot Residential
R1	-	General Residential
B2	-	Local centre
IN1	-	General Industrial
RE1	-	Public Recreation
RE2	-	Private Recreation
RU5	-	Village
E1	-	National Parks and Nature Reserves
SP2	-	Infrastructure
RU3	-	Forestry

- b) Purposes for which development may be carried out without development consent:
- see Land Use Table of Weddin Local Environment Plan 2011 marked "Permitted without consent"
- c) Purposes for which development may be carried out with development consent:
- see Land Use Table of Weddin Local Environment Plan 2011 marked "Permitted with consent"
- d) Purposes for which the carrying out of development is prohibited:
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Note: The above information is subject to the further provisions of the instrument.

- e) the minimum land dimensions for the erection of a dwelling house on the land are:
RU1 Primary Production - 400 ha in agricultural land
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R1 General Residential - 900 m² - 10ha (refer to Minimum Lot Size maps)

Note: exemptions to these standards may apply and are defined in LEP 2011

- f) the land ~~does~~/~~does not~~ comprise critical habitat.
- g) the land ~~is~~/~~is not~~ within a conservation area.
- h) the land ~~does~~/~~does not~~ contain an item of environmental heritage.

Draft Local Environmental Plans

Details of any draft local environmental plans which apply to the land are given in Appendix "A", where the standards are different to the provisions above from LEP 2011.

3. Declared State Significant Development

Complying Development

Complying development ~~may/may not~~ be carried out under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* upon this land.

Should complying development **not** be permitted as identified above, it is due to the following reason.

General Housing Code and Rural Housing Code

- on land that comprises, or on which there is, an item of environmental heritage as identified in an environmental planning instrument,
- land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding or swimming pool,
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- land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2,
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- excluded land identified by an environmental planning instrument, or
- land that is in the 25 ANEF contour or a higher ANEF contour, unless the development is only for the erection of ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling house,
- unsewered land:
 - (i) to which *Drinking Water Catchments Regional Environmental Plan No 1* applies,
 - (ii) in any other drinking water catchment identified in any other environmental planning instrument,
- land that is declared to be a special area under the *Sydney Water Catchment Management Act 1998*.

Housing Alterations Code and General Development Code

The land is unsewered:

- to which *Drinking Water Catchments Regional Environmental Plan No 1* applies,
- in any other drinking water catchment identified in any other environmental planning instrument.

Commercial and Industrial Alterations Code

The land is land on which complying development ~~may/may not~~ be carried out under this Code.

Subdivisions Code

The land is land on which complying development ~~may/may not~~ be carried out under this Code.

Demolition Code

The land is land on which complying development ~~may/may not~~ be carried out under this Code.

Fire Safety Code

The land is land on which complying development ~~may/may not~~ be carried out under this Code.

4. **Coastal Protection Act:**

The land is not affected by the Coastal Protection Act.

5. **Mines Subsidence District:**

The land is not proclaimed to be a Mines Subsidence District within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961.

6. **Road Widening:**

The land ~~is~~/is not affected by any road widening or road realignment proposal under:

- a) Division 2 of Part 3 of the Roads Act 1993; or
- b) any environmental planning instrument; or
- c) any resolution of Council.

7. **Policies on Hazard Risk Restrictions**

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- 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 referral to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

Advice on bushfire prone land is given in clause 11 below.

7A. **Flood Related Development Controls**

- a) Development on the 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~~/is not subject to flood related development controls.
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- c) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environment Plans) Order 2006.

8. **Land Reserved for Acquisition**

There are no environmental planning instruments applying to the land which provide for the acquisition of the land by a public authority, as referred to in Section 27 of the Act.

9. **Contributions Plans**

The "Grenfell Sewer Contribution Plan" ~~does~~/does not apply to subdivisions, the erection of a new dwellings or other commercial development on this land.

9A. **Biodiversity certified land**

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

10. **Biodiversity stewardship sites**

The land ~~is~~/is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

- 10A. **Native vegetation clearing set asides**
If the land ~~does~~/does not contain a set aside area under section 60ZC of the *Local Land Services Act 2013*.
11. **Bushfire Prone Land**
The land ~~is~~/is not shown as bush fire prone land (as defined in the Act) in Council's records. Further details of any applicable restrictions on development of the land may be obtained on application to Council.
12. **Property Vegetation Plans**
Council ~~has~~/has not been notified that the land is subject to a Property Vegetation Plan under the Native Vegetation Act, 2003
13. **Orders Under Trees (Disputes with Neighbours) Act, 2006.**
Council ~~has~~/has not been notified by the NSW Land & Environment Court that an order has been issued under the Trees (Disputes with Neighbours) Act, 2006 to carry out work in relation to a tree on the land.
14. **Directions under Part 3A**
There ~~is~~/is not 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.
15. **Site compatibility certificates and conditions for seniors housing**
If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies:
- a) There ~~is~~/is not 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:
 - i) the period for which the certificate is current, and
 - ii) that a copy may be obtained from the head office of the Department of Planning, and
 - b) There ~~is~~/is not 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.
16. **Site Compatibility certificates for infrastructure**
There is not a valid site compatibility certificate (infrastructure), 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:
- a) the period for which the certificate is valid, and
 - b) that a copy may be obtained from the head office of the Department of Planning.
17. **Site compatibility certificates and conditions for affordable rental housing**
(1) There ~~is~~/is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
(2) There ~~is~~/is not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. **Paper subdivision information**

(1) There ~~is~~/is not a development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot including the date of any subdivision order that applies to the land and words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

19. **Site verification certificates**

There ~~is~~/is not a current site verification certificate, of which the council is aware, in respect of the land including

(a) the matter certified by the certificate, and

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 *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

(b) the date on which the certificate ceases to be current (if any), and

(c) that a copy may be obtained from the head office of the Department.

20. **Loose-Fill Asbestos Insulation Register**

A residential dwelling erected on this land ~~has been~~/has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

21. **Affected building notices and building product rectification orders**

(a) There ~~is~~/is not any affected building notice of which the council is aware that is in force in respect of the land.

(b) There ~~is~~/is not 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

(c) There ~~is~~/is not a 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.

22. **Matters Arising under the Contaminated Land Management Act 1997**

The following matters are advised under the Contaminated Land Management Act 1997:

a) The land ~~is~~/is not 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) The land ~~is~~/is not 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) The land ~~is~~/is not 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) The land ~~is~~/is not 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) The land ~~is~~/is not 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.

Disclaimer

The above information has been taken from Council's records, but Council cannot accept responsibility for any omission or inaccuracy.



.....
GLENN CARROLL
GENERAL MANAGER

APPENDIX "A"
Draft Local Environmental Plans

The following draft local environmental plans apply to the land as follows:

NIL

APPENDIX "B"
Declared State Significant Development

Details of any declared State significant development by virtue of a declaration that has been made by the Minister under section 76A(7)(b) of the Act and that applies to the land, are as follows:

NIL

APPENDIX "C"
General Property Information and/or Advice

- ~~1. **Heritage Considerations**
 - The property is within the Grenfell Urban Conservation Area as listed in the Register of the National Trust of (NSW) and Schedule 5 of Weddin LEP 2011
 - The property is within the Heritage Conservation Area as listed Schedule 5 of Weddin LEP 2011
 - The property is listed in the Register of the National Trust of Australia (NSW) as:
 - a building of historical significance
 - a Cemetery Conservation Area.
 - The property is listed in Schedule 5 of Weddin LEP 2011.~~
2. **Demolition of Buildings**

Council's consent is required for the demolition of buildings under Environmental Planning and Assessment Act 1979, as amended.
3. **Gravel Pit**

An approved gravel pit (No.....) is located on this property and is operated by agreement with the Council.
4. **Other Considerations**
 - Council Development Control Plan 2014 (Available on Request)
 - Tree Preservation Policy (Available on Request)
 - Grenfell Fencing Policy (Available on Request)

APPENDIX "D"

SCHEDULE OF STATE AND REGIONAL ENVIRONMENTAL
PLANS AND POLICIES (Re ITEM 1)

The following State Environmental Planning Policies, Regional Environmental Plans, Draft State Regional Environmental Plans and Draft State Environmental Planning Policies apply to land within the Shire.

State Environmental Planning Policy No. 1

17 October 1980 - aims to provide flexibility in the application of planning controls related to development standards.

State Environmental Planning Policy No. 21

24 April, 1992 - Caravan Parks outlines some development requirements and considerations in relation to the use of sites for caravan parks.

State Environmental Planning Policy No. 33

Hazardous and Offensive Development - Applies to all land within the Shire and aims to provide clear and uniform definitions of offensive and hazardous industry and ensure rigorous and comprehensive assessment.

State Environmental Planning Policy No. 36

Manufactured Home Estates (MHE's) - to ensure that development opportunities are created for MHE's and to establish planning controls for those estates.

State Environmental Planning Policy No. 44

Koala Habitat Protection - provides guidelines with regards to Koala habitats which a Council must take into consideration when determining a development or rezoning application.

State Environmental Planning Policy No. 50

Canal Estate Development - aims to prohibit canal estate development of the kind described in the policy.

State Environmental Planning Policy No. 55

Aims to promote the remediation of contaminated land to reduce risk of harm to human health and the environment.

State Environmental Planning Policy No. 64

Aims to ensure signage is compatible with the desired amenity and visual character of an area, to provide effective communication in suitable locations and be of high quality design and finish.

State Environmental Planning Policy No. 65

Design Quality of Residential Flat Development (26/07/02).

State Environmental Planning Policy (SEPP)

Housing for Seniors or People with a Disability (31/03/04)

State Environmental Planning Policy (SEPP)

Building Sustainability Index: BASIX (25/06/2004).

State Environmental Planning Policy (SEPP)

Australian Rail Track Corporation - Rail Infrastructure (03/09/2004).

State Environmental Planning Policy (SEPP)

Major Projects (09/01/2009).

State Environmental Plan (SEPP)

Temporary Structures and Place of Public Entertainment

State Environmental Plan(SEPP) - Infrastructure (2007)

State Environmental Planning Policy Senior's Living (2004)

This Policy aims to encourage the provision of housing(including residential care facilities) that will:

- a) increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and
- b) make efficient use of existing infrastructure and services, and c) be a good design.

State Environmental Plan (SEPP) No. 64

Amendment to Advertising and Signage and Consultation Draft Transport Corridor Outdoor Advertising and Signage Guidelines. (15/12/2008)

State Environmental Planning Policy (SEPP) – Rural Lands
Rural Planning & Subdivision Principles (10/05/2008)

State Environmental Planning Policy (Affordable Rental Housing) 2009

Mid Lachlan Regional Vegetation Management Plan 2001

Aims to promote the sustainable management of native vegetation in the Mid Lachlan Region in a manner which is balanced, achievable and supported by the Region's local communities.

Integrated Catchment Management Plan for the Lachlan Catchment 2002 (also known as Lachlan Catchment Blueprint)

The Blueprint provides clear direction for the changes needed in natural resource management and the onground actions that need to occur, the advisory and education services that we need to resource this plan.

Bland Creek Catchment and Action Plans

Addresses local natural resource and land management issues such as salinity, native vegetation, soil erosion, riparian zones, water quality etc and an economic analysis of the issues.

Land Use Zones – Weddin LEP 2011

Weddin LEP 2011 Zones
RU1 Primary Production
E3 Environmental Management
R5 Large Lot Residential (see map to determine lot size)
R1 General Residential
B2 Local Centre
IN1 General Industrial
RE1 Public Recreation
RE2 Private Recreation
RU5 Village
E1 National Parks and Nature Reserves
SP2 Infrastructure
RU3 Forestry

Note: all zoning enquiries at this time will need to be referred to the Environmental Services area of Council until such time as the electronic data is updated and checked.

These zones need to be determined in consultation with the zoning maps.



Issue Date 10th December 2020

Search ID 3041362

Issued To Infotrack Pty Ltd - Sydney

Departmental records indicate there are no current Crown land tenures matching the search criteria below.

Search Details

Type	Search Parameters
Lot DP Reference(s)	14, 68, 10//D753130

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:

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* 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;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<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 title data</i>	to complete data fields in the <i>Electronic Workspace</i> ; and 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.