

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 86359264	NSW DAN:
vendor's agent	Nutrien Harcourts Bombala 144 Maybe Street, PO Box 289, Bombala, NSW 2632		Phone: 6458 3558 Fax:
co-agent			Ref: Matthew Green
vendor	Malcolm Alexander Murdoch		
vendor's solicitor	Booth Boorman Kiely Suite 5, Level 5 84 Pitt St SYDNEY NSW 2000		Phone: 02 9221 1433 Fax: 02 8456 6047 Ref: 19164
date for completion	42 days after the contract date	(clause 15)	Email: info@boothbk.com
land	1095 THE SNOWY RIVER WAY JINCUMBILLY 2631 <small>(Address, plan details and title reference)</small> B/404212, 1/DP130543, 1/DP1228302, 1/DP512527 and 2/DP512527		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <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: 2 sheds		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: 4 water tanks, 1 silo and 2 solar bore pumps	
exclusions		
purchaser		
purchaser's solicitor		Phone: Fax: Ref: Email:
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

vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

**Electronic transaction** (clause 30)  no  YES

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

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

**land tax** is adjustable  NO  yes

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

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

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-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 *RW rate* (residential withholding rate): \$

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

### **DISPUTES**

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### **AUCTIONS**

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

## WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
---	--

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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

**25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and



- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- 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</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

---

## SPECIAL CONDITIONS

---

### 32 Alterations to Standard Conditions

The following standard conditions are amended as follows:

- 32.1 **Clause 7.1.1** is amended by replacing “5%” with “1%”.
- 32.2 **Clause 16.5** is amended by deleting the words “*plus another 20% of that fee*”.
- 32.3 **Clause 16.8** is deleted.
- 32.4 **Clause 16.9** is amended by inserting the words “*or Purchaser’s Solicitor*” after the word “*Purchaser*” where appearing.
- 32.5 **Clause 16.12** is amended by inserting after the word “*fee*” the words “*if the completion address is outside the City of Sydney CBD*”.
- 32.6 **Clause 23.6** is deleted and replaced with the following:
  - “*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 is payable before the contract date and the purchaser is liable for it if it is payable on or after the contract date.*
  - 23.6.2 *If it is payable by instalments, then the vendor is liable for all/any instalments payable prior to the contract date and the purchaser is liable for all/any instalments payable on or after the contract date.*”

### 33 Entire Agreement

- 33.1 This Contract constitutes the entire agreement between the parties hereto and the parties acknowledge that there are no agreements, terms, warranties or conditions applicable to the transaction to which this contract relates except for those referred to in this Contract for Sale.
- 33.2 Subject to Section 52A(2)(b) of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2017*, the Purchaser acknowledges and warrants that in entering into this Contract, the Purchaser:
  - 33.2.1 has not relied upon any warranty, representation or statement made by, or any other conduct engaged in by, the Vendor or any person or body corporate on behalf of the Vendor except such as are expressly provided in this contract;
  - 33.2.2 has relied entirely upon their own enquiries relating to, and inspections of, the property;
  - 33.2.3 is satisfied in all respects as to the nature, quality, condition and state of repair of the property and its inclusions; and
  - 33.2.4 is satisfied as to the purposes for which the property may be lawfully used.

### 34 Real Estate Agents

- 34.1 The Purchaser warrants that they were not introduced to the Vendor or the property other than by the Vendor’s agent, if any, referred to in this contract. The Purchaser hereby indemnifies the Vendor against any claim for commission together with any costs or expenses incurred by the Vendor which may be made by any real estate agent or other person arising out of, or in connection with, the Purchaser’s breach of this warranty. This clause shall not merge on completion but shall continue in full force and effect thereafter for the benefit of the Vendor.

### 35 Property Sold in Present Condition

- 35.1 The Purchaser acknowledges and agrees that the property together with any inclusions are sold and accepted by the Purchaser subject to all defects, dilapidation or infestation (whether latent or patent) and in its present state of repair and condition.

35.2 The Vendor shall not be responsible for any loss (other than loss due to the wrongful act or default of the Vendor) mechanical breakdown or reasonable wear and tear in respect thereof occurring after the date of this Contract.

35.3 The Purchaser warrants to the Vendor that he has satisfied himself as to the approved and capable use and condition of the property and the property is sold in its present state of repair and without limiting the generality of the foregoing no objection, requisition or claim for compensation shall be made by the Purchaser on account of any latent or patent defects in the property.

### **36 Swimming Pool Certificate of Non-Compliance**

This clause shall apply if a Certificate of Non-Compliance is attached to this Contract.

36.1 The Vendor discloses, and the Purchaser acknowledges, that the swimming pool does not comply with the requirements imposed by the *Swimming Pools Act 1992* (NSW) and regulations relating to access to the swimming pool and the erection of a warning notice.

36.2 The Purchaser acknowledges and agrees:

36.2.1 that they will not be entitled to call upon the Vendor to carry out any works to bring the swimming pool up to compliance prior to settlement; and

36.2.2 that they have 90 days from the completion date to bring the swimming pool into compliance at the Purchaser's own cost and expense.

36.3 The Purchaser cannot make any claims, objections or requisitions or rescind or terminate the Contract in respect of any matters arising under this Clause.

### **37 Loan Approval or Finance**

37.1 The Purchaser expressly warrants to the Vendor that they either hold a current loan approval in an amount and upon terms which he considers to be reasonable, fully satisfactory and sufficient to enable completion of this contract within the time stipulated and upon terms and conditions set out herein or does not require finance to complete this Contract.

37.2 The Purchaser acknowledges that the Vendor relies upon this warranty in entering into this contract and that the Vendor may enter into future contractual obligations on or after the date of this contract in reliance upon this warranty.

37.3 The Purchaser further acknowledges that he may remain liable to the Vendor for all damages arising from breach of this warranty notwithstanding any rights which the Purchaser may have pursuant to the provisions of the Uniform Credit Code.

### **38 Foreign Investment Review Board Approval**

38.1 The Purchaser acknowledges that the Purchaser has warranted to the Vendor:

38.1.1 That the Purchaser is a resident or is a temporary resident in Australia (whether a natural person or a corporation);

38.1.2 That the *Foreign Acquisitions and Takeovers Act 1975* (Cth) could not therefore apply to the Purchaser or to this purchase; and

38.1.3 In the event that the Act is found to apply to the Purchaser and to this transaction the Purchaser will indemnify the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof and shall pay all such monies as would restore the Vendor to the position the Vendor would have enjoyed if that warranty had been correct.

38.1.4 This warranty and indemnity shall not merge on completion.

### **39 Payment of Deposit**

- 39.1 Should the Vendor accept a deposit of less than 10% upon exchange of Contracts, the balance of the 10% deposit shall become immediately payable upon a default entitling the Vendor to terminate the contract and forfeit the deposit or upon settlement.
- 39.2 In the event that the Vendor accepts a cash deposit of less than 10% the interest earned on the investment of that deposit shall, notwithstanding the provisions of Clause 2, be paid to the Vendor after deduction of all proper government taxes and financial institution charges and other charges.

### **40 Completion and Costs**

- ***Failure to complete***

- 40.1 If the Purchaser does not complete this Contract on or before 4:00pm on the Completion Date then and without prejudice to all other remedies of the Vendor:
- 40.1.1 the Purchaser shall pay to the Vendor interest calculated on the balance of the purchase price payable under this Contract at the rate of 8% per annum in respect of the period commencing on, and including, the day following the Completion Date and ending on the date of actual completion ("Interest Period"). The Purchaser shall not be entitled to require the Vendor to complete this Contract unless such interest is paid to the Vendor on completion and it is an essential term of this Contract that such interest be so paid; and
- 40.1.2 the Purchaser shall pay to the Vendor's Solicitors herein mentioned the sum of Two Hundred and Twenty Dollars (\$220.00) including GST to cover legal costs and other expenses incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses.
- 40.2 This Clause shall not apply in respect of any part of the Interest Period during which completion has been delayed through the fault of the Vendor.

- ***Notice to Complete***

- 40.3 It is expressly agreed between the parties hereto that in the circumstances justifying the issue of a Notice to Complete fourteen (14) days shall be deemed to be reasonable and sufficient time for completion pursuant to that Notice.

- ***Adjustments***

- 40.4 Should any adjustments required to be made under this Contract be overlooked or incorrectly calculated on completion the Vendor and the Purchaser agree that upon being so requested by the other party the correct calculation shall be made to the party to whom it is payable. This Clause shall not merge on completion.

### **41 Death, Incapacity or Bankruptcy**

- 41.1 Notwithstanding any rule of law or equity to the contrary should either party prior to completion:
- 41.1.1 die or become mentally ill then the other party may by notice served in writing on the personal representative of the deceased or mentally ill party rescind this Contract and such rescission shall be a rescission pursuant to Clause 19 hereof; or
- 41.1.2 be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for its winding up presented or enter into a scheme of arrangement with its creditors, or should a liquidator, receiver or official manager be appointed in respect thereof then that party shall be deemed to be in default hereunder and the other party shall be at liberty to exercise all or any of his rights conferred hereunder upon such default.

## 42 Rural

- 42.1 The vendor will not after exchange and before completion run more stock on the property than presently run being approximately 1300 sheep and 80 cattle. All stock will be removed prior to completion.
- 42.2 The vendor does not warrant the carrying capacity of the property.
- 42.3 The purchaser acquires the property with the fences, as they are whether on the correct boundary lines or not and whether give and take fences and in their present condition and state of repair. The vendor is under no obligation to fence or repair fencing before completion.
- 42.4 The purchaser acquires the property subject to all roads traversing the property fenced or unfenced with gates and grids or otherwise subject to any road reservations enclosure permits or otherwise.
- 42.5 The purchaser acquires the property subject to all existing water licences if any and the vendor will on completion sign all such documents as required by the purchaser for the transfer of such licences.
- 42.6 The purchaser will not make any objection, requisition or claim for compensation nor have any rights of rescission or termination due to the vendor not holding any licence from any responsible authority relating to the use and occupation of the property and its roads, rivers, water, crops, pests, diseases, fencing and other regulated farming activities.

## 43 COVID – 19 Coronavirus

- 43.1 This clause applies whilst ever the Federal, NSW State, or Local Government area in which the dwelling is situated, is managing the COVID – 19 outbreak as a Health Emergency or a State Emergency.
- 43.2 Emergency:
- (a) In the event any party to the Contract is required to undertake self – isolation or quarantine, such party will notify the other party immediately and in the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to self – isolation or quarantine, then the completion date is extended by 21 days.
  - (b) In the event any party is admitted to hospital as a consequence of COVID – 19, such party will notify the other party as soon as possible and in the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to hospitalisation, then on and from the date of that party's discharge from hospital, the completion date is extended by 21 days.

---

## SPECIAL CONDITIONS

### Conditions of sale of land by auction

---

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
    - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
    - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
    - (c) The highest bidder is the purchaser, subject to any reserve price;
    - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
    - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
    - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
    - (g) A bid cannot be made or accepted after the fall of the hammer;
    - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
  
  2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
    - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
    - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
    - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
-



- 
3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: B/404212

SEARCH DATE	TIME	EDITION NO	DATE
13/8/2021	2:58 PM	4	9/9/2018

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

LAND

LOT B IN DEPOSITED PLAN 404212  
LOCAL GOVERNMENT AREA SNOWY MONARO REGIONAL  
PARISH OF TIVY COUNTY OF WELLESLEY  
TITLE DIAGRAM DP404212

FIRST SCHEDULE

MALCOLM ALEXANDER MURDOCH (T AD226564)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS RESERVED BY THE CROWN GRANT OF POR 67 &  
THE GRANT OF 27 ACRES PARISH OF IVY & THE GRANTS OF PORS 58 & 87  
PARISH OF WANGELLIC
- 3 K327304 LAND EXCLUDES THE ROAD(S) SHOWN IN CROWN PLAN  
R27234.1603
- 4 AG916353 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1228302

SEARCH DATE	TIME	EDITION NO	DATE
17/8/2021	3:23 PM	1	19/4/2017

LAND

LOT 1 IN DEPOSITED PLAN 1228302  
AT GUNNINGRAH  
LOCAL GOVERNMENT AREA SNOWY MONARO REGIONAL  
PARISH OF TIVY COUNTY OF WELLESLEY  
TITLE DIAGRAM DP1228302

FIRST SCHEDULE

MALCOLM ALEXANDER MURDOCH (TX AM272620)

SECOND SCHEDULE (2 NOTIFICATIONS)

- LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

19164

PRINTED ON 17/8/2021

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/512527

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/8/2021	3:23 PM	4	9/9/2018

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

LAND

----

LOT 1 IN DEPOSITED PLAN 512527  
LOCAL GOVERNMENT AREA SNOWY MONARO REGIONAL  
PARISH OF TIVY COUNTY OF WELLESLEY  
TITLE DIAGRAM DP512527

FIRST SCHEDULE

-----

MALCOLM ALEXANDER MURDOCH (T AD313085)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS RESERVED BY CROWN GRANT OF PORTION 67
- 3 AG916353 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

19164

PRINTED ON 17/8/2021

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/512527

SEARCH DATE	TIME	EDITION NO	DATE
17/8/2021	3:23 PM	9	12/11/2016

LAND

LOT 2 IN DEPOSITED PLAN 512527  
 LOCAL GOVERNMENT AREA SNOWY MONARO REGIONAL  
 PARISH OF TIVY COUNTY OF WELLESLEY  
 PARISH OF WANGELLIC COUNTY OF WELLESLEY  
 TITLE DIAGRAM DP512527

FIRST SCHEDULE

MALCOLM ALEXANDER MURDOCH (T AH288082)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS RESERVED BY CROWN GRANTS OF PORTIONS 13, 20, 67, 91 AND 128 AND THE GRANT OF 27 ACRES (PARISH OF TIVY) AND PORTION 58 (PARISH OF WANGELLIC)

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

19164

PRINTED ON 17/8/2021

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/130543

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/8/2021	3:00 PM	3	9/9/2018

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

LAND

----

LOT 1 IN DEPOSITED PLAN 130543  
AT BOMBALA  
LOCAL GOVERNMENT AREA SNOWY MONARO REGIONAL  
PARISH OF WANGELLIC COUNTY OF WELLESLEY  
TITLE DIAGRAM DP130543

FIRST SCHEDULE

-----

MALCOLM ALEXANDER MURDOCH (T AD226564)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AG916353 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

19164

PRINTED ON 13/8/2021

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

**PLAN OF** 2023m<sup>2</sup>(2R) BEING THE LAND IN  
CERTIFICATE OF TITLE VOLUME 10808  
FOLIO 71

D.P. 130543

20-0090

LGA BOMBALA  
Mun./Shire/City

Town or Locality BOMBALA

Parish WANGELIC

County WELLESLEY (46)

Reduction Ratio 1: NTS

Lengths are in metres

Registered:  12.7.95

C.A.: \_\_\_\_\_

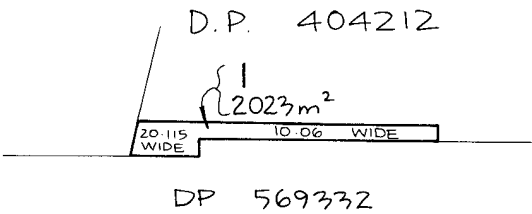
Title System: TORRENS

Purpose: DEPARTMENTAL

Ref. Map: PARISH #

Last Plan: -

D  
I  
D  
I  
O  
O  
N



S  
4  
G  
N  
A  
W

Full dimensions are not available for all  
lots. Any division of the lands herein  
may necessitate the lodgment of a plan  
of survey.



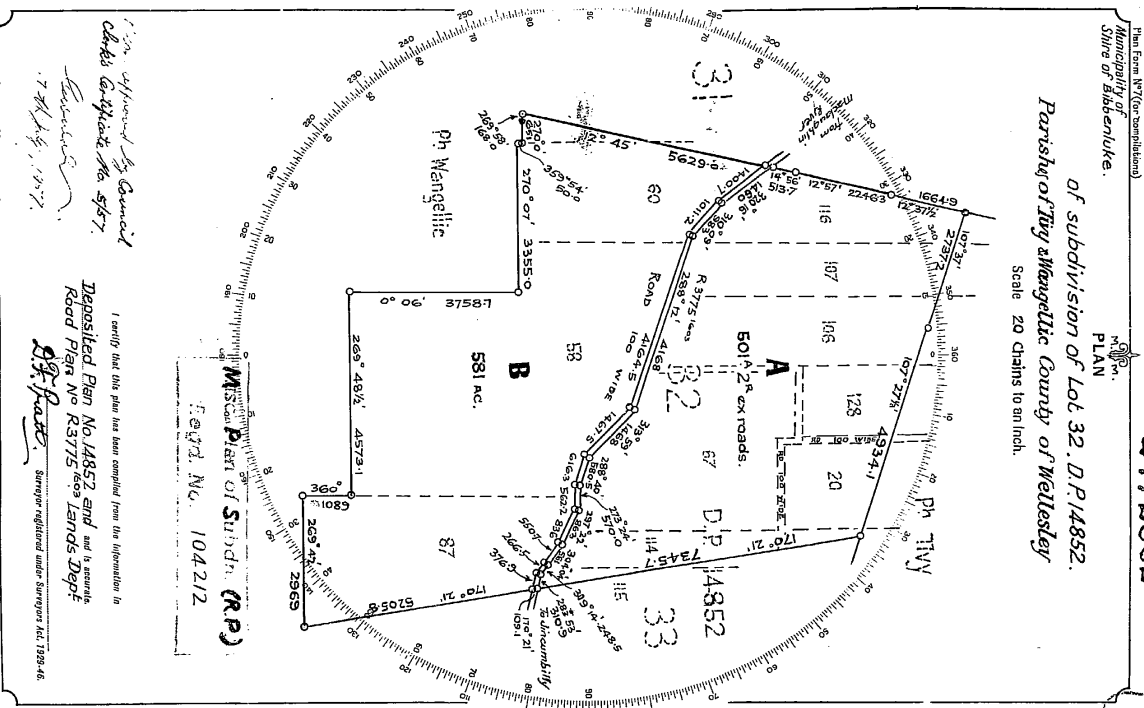
1. Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 25th day of March, 1980

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS

DP 404212

LINKS	METRES
1	0.201
5	1.006
10	2.012
50	10.058
50.5	10.159
100	20.117
109.1	20.371
168	33.796
248.5	49.990
266.5	53.611
310.9	62.543
376.9	75.820
513.7	103.340
580.7	110.783
591	112.855
592.2	113.097
592.2	114.097
580.5	114.926
616.3	122.980
651	130.960
836	166.176
863	173.608
969	194.932
983	197.748
1011.2	203.421
1089	219.072
1092.2	219.716
1400.7	281.776
1480	293.705
1481.5	293.414
1481.5	293.414
1664.9	332.922
2246.3	451.884
2737.2	550.637
2989	597.268
3355	674.919
3758.7	756.130
4164.5	837.764
4168	838.468
4574.1	919.961
4934.1	992.583
5205.8	1097.240
5249	1132.915
7352.7	14775.720

AC RD P HA  
 501 2 - 202.9  
 581 - 235.1



G772862

FP404212  
 G772862

I certify that this plan has been compiled from the information in Deposited Plan No. 14852 and is accurate.  
 Road Plan No. R3775 Coas Lands Dept.  
 17th May, 1977.

This is the plan marked " " referred to in Dated .....

Signatures of parties to be made in this margin.

6







O.H.M.S.

MAY 13 PM 2 33

Crown Instrument not liable to Registration fee.

*0.11.15.16*

**K 327304**

CONVEYANCING ACT, 1919-1930  
REAL PROPERTY ACT, 1900

*Galbraith*  
for the Under Secretary for Lands

**Notice of Resumption of Land subject to the provisions  
of the Real Property Act, 1900.**

I, Harry William Ronald Hamblen DO HEREBY CERTIFY that the  
copy Gazette Notification hereunto annexed is <sup>an extract from</sup> a true copy of the Gazette Notification contained in the  
Government Gazette of the Fifteenth day of April one thousand nine hundred  
and sixty ~~—six~~ <sup>and on page 1A herein</sup>, declaring that the land therein described, being the land mentioned in the Schedule  
hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the  
said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed  
under the Real Property Act, 1900, and I, Harry William Ronald Hamblen  
HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900.

And I further certify that I was appointed by the Minister for Lands in writing under Seal to sign all  
certificates of this character on behalf of the said Minister for Lands, and that I have received no notice or  
information of the revocation of such appointment.

**SCHEDULE**

Portion	Parish	County	Part or Whole	Volume	Folio
40(subd.) 47 107 27(subd.)	Wangellic	Wellesley	Part	6326	106 ✓
27(subd.) 28(subd.) 12(subd.) 150(subd.) 151(subd.) 59(subd.) 60(subd.)	Wangellic	Wellesley	do.	6326	107 ✓ <i>J335946</i>
60(subd.) Closed Road (subd.)	Wangellic	Wellesley	do.	7556	154 ✓
8 (subd.)	Nombi	Pottinger <i>J335946</i>	do.	9134	9 ✓
<del>8(subd.)</del> 8(subd.) 13 44 65	Nombi	Pottinger <i>C50760 21</i>	do.	8388	235 ✓
42(subd.) 7(subd.) 41(subd.) 79(subd.)					
42(subd.) 7(subd.) 41(subd.)	Nombi	Pottinger <i>K230071</i>	do.	9930	115 ✓

SEE ATTACHED SHEET

Dated this Thirteenth day of May, in the year of Our Lord  
one thousand nine hundred and sixty ~~—six~~

SIGNED by the said Harry William  
Ronald Hamblen

*Harry William Ronald Hamblen*

in the presence of *E.W. Weale*

THE REGISTRAR GENERAL,  
SYDNEY.

*[Published in Government Gazette No. 39 of 15th April, 1966.]*

Sydney, 6th April, 1966.

(8239)

**NOTIFICATION UNDER THE PUBLIC ROADS ACT, 1902, OF RESUMPTIONS AND WITHDRAWALS AND DEDICATION OF LANDS FOR ROADS, RESUMPTIONS OF SEVERED LANDS, OF DECLARATION OF ROADS TO BE PUBLIC ROADS AND OF CLOSING OF ROADS**

IN pursuance of the provisions of the Public Roads Act, 1902, I, SIR ARTHUR RODEN CUTLER, Governor of the State of New South Wales, with the advice of the Executive Council, do hereby notify that the lands hereunder described, which are needed for the roads hereunder specified, are hereby resumed and/or withdrawn for the roads referred to; that the said lands are hereby dedicated as public roads (except where otherwise stated); that the lands hereunder described are resumed as severed lands that the roads particularised hereunder are hereby declared to be public roads and dedicated to the public accordingly; and that the roads hereunder specified are hereby closed.

A. R. CUTLER, Governor.

T. L. LEWIS, Minister for Lands.

1.A.

PORTION	PARISH	COUNTY	PART OR WHOLE	VOLUME	FOLIO
52	Dolondundale	Dampier	Part	3936	236 ✓ X
4	Kybeyan	Beresford	do. <i>H624594</i>	1165	165 ✓ L
2 } 3 }	Kybeyan	Beresford	do. <i>H624591</i>	1416	108 ✓
16	Kybeyan	Beresford	do.	8403	167 ✓
6 Rem	Wilmot	Gloucester	do.	7653	146 ✓ [P]

7/15/12  
BZ:14 9831/19 101/1010/10

B

K 327304

DESCRIPTION OF ROAD OPENED:—Access road linking the Cooma-Bombala road (Main Road No. 394) with the Bobundara-Bombala road, parish Wangellic, county Wellesley, as shown on plans deposited in the Department of Lands, Sydney, and catalogued R. 27,233-1,603 roll and R. 27,234-1,603 roll. R. 59-910. D.M.R. E.R.W. 37-5,352.

LAND DISTRICT—BOMBALA; SHIRE—BIBBENLUKE

Parish No.	Area	Parish Name	Reputed owner	Occupier	Character of Holding	Width of Land Resumed	Area Resumed	Title reference and other particulars, also roads closed and roads declared public road
R. 27,233-1,603 and (Subd'd) 47 107 27	a. r. p. 40 0 0 48 3 0 40 0 0 41 2 0	Wangellic	Gordon Carlisle Weston.	.....	Freehold	100 links and variable (not exceeding 210 links).	6 2 20	Pt C.T., vol. 6,326, fol. 106. (Pt lot 31, D.F. 14,852.) The road separating portion 47 from portion 28, the reserved road within portion 40 and the part of the road separating portion 11 from portion 40 within the external boundaries of the land contained in C.T., vol. 6,326, fol. 107, exclusive of the part included in the survey of the new road are closed and proposed to be granted in connection with compensation. (Area, 7 acres 2 roods 30 perches.)
R. 27,233-1,603 and R. 27,234-1,603.	47 28 12 151 59 60	do	John Arthur Caldwell.	.....	do	100 links and variable (not exceeding 350 links).	6 3 0 Two parts.	Pt C.T., vol. 6,326, fol. 107. (Pt M.P.S. (R.F.) 71,380.) The part of the road separating portion 11 from portions 40 and 12 and the part of the road separating portion 150 from portion 11, end of road and portion 12 within the external boundaries of the land contained in C.T., vol. 6,326, fol. 107, exclusive of the part included in the survey of the new road; the part of the road separating portion 11, end of road, portions 150 and 151 from end of road and portion 72, west of the south-westerly prolongation of the south-easterly boundary of the land of the south-easterly boundary of the land contained in C.T., vol. 6,326, fol. 107, are closed and proposed to be granted in connection with compensation. (Area, 10 acres.)
R. 27,234-1,603. (Subd'd) 60 Closed Road (Subd'd)	111 1 0 27 0 0	do	Henry Austin Caldwell.	.....	do	Variable (not exceeding 140 links).	0 0 10	Pt C.T., vol. 7,556, fol. 154. (Pt lot B, M.P.S. (R.F.) 104,212.) The part of the road separating portions 151 and 59 from portions 72 and 46, east of the south-westerly prolongation of the south-easterly boundary of the land contained in C.T., vol. 6,326, fol. 107, is closed and proposed to be granted in connection with compensation. (Area, 2 roods.) The parts of the existing roads included in the survey of the new road are declared public road and dedicated to the public accordingly.

DESCRIPTION OF ROAD OPENED:—Deviation, in part, of a road from Garrawilla to Bando, parish Nombi, county Pottinger, as shown on plan deposited in the Department of Lands, Sydney, and catalogued R. 25,125-1,603 roll. R. 35-1,318.

LAND DISTRICT—GUNDEDAH; SHIRE—COONABARABRAN

Parish No.	Area	Parish Name	Reputed Owner	Occupier	Character of Holding	Width of Land Resumed	Area Resumed	Title reference and other particulars, also roads and parts of roads closed and roads and parts of roads declared to be public road
8 (Subd'd) 8	a. r. p. 1,694 1 0	Nombi	Eric Walker. Barron	Formed road	Freehold	Variable	0 0 0 1/2	Pt C.T., vol. 9,134, fol. 9. (Includes part right of way 300 wide.)
13 (Subd'd) 44 65 42	640 0 0 40 0 0 40 0 0 320 0 0	do	Mount Nombi Pastoral Co. Pty Limited.	do	do	300 links and variable (not exceeding 300 links).	58 0 0	Pt C.T., vol. 8,368, fol. 235. The part of the public reserved road 300 links wide, within portion 8 not included in the new road; the road 100 links wide west of portion 44, south and east of portion 42, portion 44, south and east of portion 42, south of the new road; the road 300 links wide south of portion 44 west of the new road survey, 200 links wide of the road south of the new road; the road 300 links wide within portion 12, and part of the road 100 links wide and 300 links wide separating portion 79 from portions 41 and 12 south of the new road are closed and are proposed to be granted in connection with compensation. (Area, 57 acres 1 rood.)
42 (Subd'd) 41 (Subd'd) 41 (Subd'd)	320 0 0 46 0 0 320 0 0	Nombi	Eric C. Jones Holdings Limited.	do	do	Variable (not exceeding 10 links).	0 0 12	Pt C.T., vol. 9,930, fol. 115. Parts of existing roads not already public roads included in the survey of the new road are declared to be public road and are dedicated to the public accordingly.

K 327304

DESCRIPTION OF ROAD OPENED:—Deviations of a road from Nimmitabel to Countigany, parishes Dolondundale and Kybeyan, counties Dampier and Beresford, as shown on plans deposited in the Department of Lands, Sydney, and catalogued R. 28,432-1,603 flat, 28,433-1,603 flat, 28,434-1,603 roll. R. 62-70.

LAND DISTRICT—COOMA; SHIRE—MONARO

Parish No.	Area	Parish Name	Reputed Owner	Occupier	Character of Holding	Width of Land Resumed	Area Resumed	Title reference and other particulars, also roads and parts of roads closed, and roads and parts of roads declared to be public road
R. 28,433-1,603-25	a. r. p. 57 0 0	Dolondundale	Charles Ernest Myers	Formed road in use.	C.L. 06-42	100 links	2 0 25	The part of the road south of portion 103 west of the south-easterly prolongation of the south-western side of the more easterly reserved road within portion 103, exclusive of the part required to preserve continuity of the part between the more westerly reserved road within portion 103 and the reserved road within portion 104, is closed and is proposed to be granted in connection with compensation. (Area, 3 acres 2 roods 30 perches.)
R. 28,432-1,603-52	79 3 0	do	Franz Abraham Schaefer	do	Freehold	100 links	0 2 35	Pr C.G., vol. 3,916, fol. 238. The part of public road R. 9,207-1,603 within portion 52 is closed and is proposed to be granted in connection with compensation. (Area, 1 rood 3 perches.)
53	233 1 0	do	do	do	C.L. 05-41	100 links	1 3 0	The part of public road R. 9,207-1,603 within portion 53 north-east of and rendered unnecessary by the new road R. 28,432-1,603 is closed and is added to C.L. 05-41, the area thereof and of portion 53 being altered to 235 acres 3 roods. (Area added, 4 acres 1 rood.)
R. 28,434-1,603-4	640 0 0	Kybeyan	Amelia Rosanne Mould	do	Freehold	100 links and variable (not exceeding 100 links)	1 2 0	Pr C.G., vol. 1,165, fol. 165. The part of public road R. 9,207-1,603 within portion 4 generally south-west of and rendered unnecessary by the new road is closed and is proposed to be granted in connection with compensation. (Area, 2 acres 0 roods 10 perches.)
2 3	160 0 0 40 0 0	do	Ronald Mackay Mould	do	do	100 links	3 2 10 (in two parts)	Pr C.T., vol. 1,416, fol. 108.
16	317 0 0	do	do	do	do	100 links	0 2 0	Pr C.G., vol. 8,403, fol. 167. The part of public road R. 9,207-1,603 within portion 2 is closed and is proposed to be granted in connection with compensation. (Area, 2 acres 3 roods 5 perches.) The more westerly reserved road within portion 103; the reserved road within portion 104 and the part of road separating portion 103 from portion 104 required to preserve continuity between the above-mentioned reserved roads; the part of the westerly reserved road within portion 52 included in the survey of the new road R. 28,432-1,603, parish Dolondundale, county Dampier; the reserved road within portion 23; the part of road separating portion 29 from portion 10 required to preserve continuity between the reserved road within portion 29 and public road R. 9,207-1,603; the more northerly reserved road within portion 36; the part of road separating portion 26 from portion 3 required to preserve continuity between the above-mentioned reserved road within portion 36 and the new road R. 28,434-1,603 R.; the part of road east of portion 2 included in the survey of the new road R. 28,434-1,603 R.; the part of road north of portion 4 required to preserve continuity of public road to preserve continuity of public road within the boundaries of W. and C.R. 606. Notified 6th August, 1883, parish Kybeyan, county Beresford, are declared to be public road and dedicated to the public accordingly.

DESCRIPTION OF ROAD OPENED:—Widening and deviation of Main Road No. 567 from Clarencetown to Limeburners Creek, parish Wilmot, county Gloucester, as shown on plan deposited in the Department of Lands, Sydney, and catalogued R. 27,829-1,603 roll. R. 63-163.

LAND DISTRICTS—DUNGOG AND MAITLAND; SHIRES—PORT STEPHENS AND DUNGOG

Parish No.	Area	Parish Name	Reputed Owner	Occupier	Character of Holding	Width of Land Resumed	Area Resumed	Title reference and other particulars, also roads and parts of roads closed, and roads and parts of roads declared to be public road
6 Rem.	a. r. p. Pt. 640 0 0	Wilmot	John Moore Donald Knight and Meiba Audrey Knight	Fenced formed road in use.	Freehold	Variable (not exceeding 250 links)	a. r. p. 2 1 20	Pr C.T., vol. 7,653, fol. 146. The part of the public road north-east of portion 70 extending generally south-easterly from the north-westerly prolongation of a north-easterly side of new road R. 27,829-1,603 R. bearing 128 degrees 10 minutes to a line bearing 304 degrees 55 minutes 40 seconds, shown by blue colour on plan R. 27,829-1,603a is closed. (Area, 5 acres 0 roods 10 perches.) The road shown by dark brown colour on plan R. 27,829-1,603a is declared to be public road and dedicated to the public accordingly.

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness CHM Weale



**K 327304**

No. ....

LODGED by .  
Officer-in-Charge,  
Roads Branch,  
Department of Lands,  
Sydney.

NOTICE OF RESUMPTION.

Passed in SDB.  
as regards all titles except Vol. 9134 Fol. 9  
" 8388 " 235  
" 9930 " 115.  
BB 24/5

Passed SDB. as regards. Vol. 8388 Fol. 235 [P]  
" 9134 " 9 [P]  
" 9930 " 115 BB 19/7

FIRSTLY as regards +  
Particulars entered in Register Book,

Vol.	Fol.	X	Vol.	Fol. (P)
			6326	106 & 107
			7556	154 [P]
			3936	235 [P]
			1165	165
			1416	108 [P]
			8403	167 [P]
			7653	146

the 3rd  
day of June 1966.  
at 5 minutes past 2  
o'clock in the afternoon.

*Jawataon*  
Registrar-General.



Particulars entered in Register Book Vol. 9134 Fol. 9  
the 19th day of September 1961 at 2  
o'clock in the afternoon.

*Jawataon*  
Registrar General.





InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

## Planning Certificate – Section 10.7

Environmental Planning and Assessment Act 1979

### Section 10.7(2) Details

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act 1979 (as amended), the following prescribed matters relate to the land at the date of this certificate.

#### Certificate Information

Certificate Number	2039/21
Certificate Date	17/08/2021
Your Reference	19164

#### Property Description

Address	1095 The Snowy River Way GUNNINGRAH NSW 2632
Land Title	Lot: B DP: 404212
Assessment Number	40023004

This certificate provides information on how a property (such as land and buildings) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government.

Snowy Monaro Regional Council does not accept any liability for anything contained in this certificate which has been supplied by third-party sources and does not warrant the accuracy of the contents.

All users of this certificate must acknowledge that Snowy Monaro Regional Council does not owe them any duty of care and they indemnify Snowy Monaro Regional Council from all claims demands suits actions and proceedings for damages and consequential loss howsoever arising from their use of this certificate and its contents where third-party information is relied upon.

Column 1 Section 10.7(2) (Schedule 4 EP&A Regulation 2000)	Identification of the matter referred to in Column 1 and the extent to which it applies to the land
1 Names of relevant planning instruments and DCPs	
(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.	Bombala Local Environmental Plan 2012 See Note 6 for list of State Environmental Planning Policies
(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	Nil
(3) The name of each development control plan that applies to the carrying out of development on the land.	Bombala Council Development Control Plan 2012 (Amendment 1)
In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	
2 Zoning and land use under relevant LEPs	
For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):	
(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),	RU1 Primary Production
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	See Note 7 – Land Use Table
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	See Note 7 – Land Use Table
(d) the purposes for which the instrument provides that development is prohibited within the zone,	See Note 7 – Land Use Table
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Yes.  Refer to the NSW Planning Portal <a href="https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address">https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address</a> for details or contact Councils Development section.
(f) whether the land includes or comprises critical habitat,	No
(g) whether the land is in a conservation area (however described),	Not in Heritage Conservation Area
(h) whether an item of environmental heritage (however described) is situated on the land.	No Heritage Item
2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006	
To the extent that the land is within any zone (however described) under:	
(a) Part 3 of the State Environmental Planning Policy	N/A

	(Sydney Region Growth Centres) 2006 (the 2006 SEPP), or	
(b)	a Precinct Plan (within the meaning of the 2006 SEPP), or	N/A
(c)	a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,	N/A
the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).		
3 Complying Development		
(1)	The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.	<p>The following Codes are not applicable to this land:</p> <ul style="list-style-type: none"> <li>Commercial and Industrial Alterations Code</li> <li>Commercial and Industrial (New Buildings and Additions) Code</li> <li>Container Recycling Facilities Code</li> <li>Low Rise Medium Density House Code</li> <li>Housing Code</li> </ul> <p>The following Codes are applicable to the land and complying development may be carried out on the whole of the land under these Codes:</p> <p style="text-align: center;">Nil</p> <p>The following Codes are applicable to the land but due to the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes)2008 complying development may only be carried out on part of the land under these Codes:</p> <ul style="list-style-type: none"> <li>Rural Housing Code</li> <li>Housing Alterations Code</li> <li>General Development Code</li> <li>Subdivisions Code</li> <li>Demolition Code</li> <li>Fire Safety Code</li> <li>Inland Code</li> </ul> <p>The following Codes are applicable to the land but due to the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes)2008 complying development may not be carried out on the whole of the land under these Codes:</p> <p style="text-align: center;">Nil</p>
(2)	The extent to which complying development may not be carried out on that land because of	For the Codes listed above that may only be carried out on part of the land or may not be carried out on any

<p>the provisions of clauses 1.17A(1)€ to €, (2), (3) and (4), 1.18 (1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.</p>	<p>part of the land the reasons why complying development may not be carried out are as follows:</p> <p>The land is partially affected by specific land exemptions being land identified as environmentally sensitive land as it is subject to considerations associated with Terrestrial Biodiversity clauses contained in the relevant Local Environmental Plan.</p> <p>If complying development is permitted on only part of the land due to the above restrictions, the extent to which these restrictions apply to the land can be found on the NSW Planning Portal website maps at <a href="http://www.planningportal.nsw.gov.au">www.planningportal.nsw.gov.au</a>. These map(s) are based on the legislated maps/s for Cooma-Monaro Local Environmental Plan 2013, Snowy Rover Local Environment Plan 2013 and Bombala Local Environment Plan 2012 and represent the best information Council has on the extent to which the above restrictions affect this land.</p>
<p>(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	<p>Not Applicable</p>
	<p>See Note 3 at the end of this Certificate for further information.</p>
<p>4 Repealed</p>	
<p>4A Repealed</p>	
<p>4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works</p>	
<p>In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p> <p>Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.</p>	<p>N/A</p>
<p>5 Mine subsidence</p>	
<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.</p>	<p>No</p>
<p>6 Road widening and road realignment</p>	

Whether or not the land is affected by any road widening or road realignment under:	
(a) Division 2 of Part 3 of the Roads Act 1993, or	No
(b) any environmental planning instrument, or	No
(c) any resolution of the council.	No
7 Council and other public authority policies on hazard risk restrictions	
Whether or not the land is affected by a policy:	
(a) adopted by the council, or	No (see Note below)
(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,	Council has been advised by the NSW Department of Planning that in accordance with section 4.14 of the Environmental Planning and Assessment Act 1979 Council is required to be satisfied that a development complies with 'Planning for Bushfire Protection 2019' where that development is within land identified as bushfire prone.
that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding),	
Note: Council has recently been provided with mapping information from the Department of Industry – Resources and Energy in conjunction with the NSW Governments Heads of Asbestos Coordination Authorities (HACA) in relation to the presence of 'Naturally Occurring Asbestos' (NOA) within the Shire. The HACA has also published information on what can be done to avoid contact with NOA. This information can be viewed at <a href="http://www.resourcesandenergy.nsw.gov.au/miners-and-explorers/safety-and-health/topics/NOA">http://www.resourcesandenergy.nsw.gov.au/miners-and-explorers/safety-and-health/topics/NOA</a> where there is a link to mapping and other information. The HACA has also published information on what can be done to avoid contact with NOA. Council has adopted an Asbestos Policy which includes provisions applicable to NOA. Council was not aware of the presence of NOA in the Shire when this Policy was adopted, and has no knowledge of any confirmed NOA sites. However following receipt of the mapping information Council is currently in the process of developing risk controls, guidance materials and an asbestos management plan in accordance with the adopted Asbestos Policy. The confirmed presence of naturally occurring asbestos on a site may result in restrictions being imposed upon future development of the site in accordance with the provisions of the Asbestos Policy.	
7A Flood related development controls information	
(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.	Unknown - the land is not part of a flood planning study
(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.	Unknown - the land is not part of a flood planning study
(3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.	
8 Land reserved for acquisition	
Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	Council has not been advised that any environmental planning instrument or proposed environmental planning instrument applying to the land provides for the acquisition of the land by a public authority as referred to in section 3.15 of the Act
9 Contributions plans	
The name of each contributions plan applying to the land.	Bombala Council Section 7.11 Contributions Plan 2008 Bombala Council Section 7.12 Contributions Plan 2008 (Car Parking)
9A Biodiversity certified land	

If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.	No
Note: Biodiversity certified land includes land certified under Par 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.	
10 Biodiversity stewardship sites	
If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	No
Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.	
10A Native vegetation clearing set asides	
If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	No
11 Bush fire prone land	
If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.	All of the land is bushfire prone. Information relied on to answer the above question has been provided to Council by the NSW Rural Fire Service, for more information regarding the above information please contact the NSW Rural Fire Service. ( <a href="http://www.rfs.nsw.gov.au">www.rfs.nsw.gov.au</a> )
12 Property vegetation plans	
If the land is land to which a property vegetation plan under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	No PVP applicable
13 Orders under Trees (Disputes Between Neighbours) Act 2006	
Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	No
14 Directions under Part 3A	
If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	No

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)	a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department, and	No  N/A N/A
(b)	a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	N/A
16	Site compatibility certificates for infrastructure, schools or TAFE establishments	
A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments) 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	N/A
(b)	that a copy may be obtained from the head office of the Department.	N/A
17	Site compatibility certificates and conditions for affordable rental housing	
(1)	A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:	No
(a)	the period for which the certificate is current, and	N/A
(b)	that a copy may be obtained from the head office of the Department.	N/A
(2)	A statement setting out any 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.	N/A
18	Paper subdivision information	
(1)	The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.	No
(2)	The date of any subdivision order that applies to the land.	No
(3)	Words and expressions used in this clause have the same meaning as they have in Part 16C of	No

	this Regulation.	
19	Site verification certificates	
	A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:	No
	(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	N/A
	(b) the date on which the certificate ceases to be current (if any), and	N/A
	(c) that a copy may be obtained from the head office of the Department.	N/A
20	Loose-fill asbestos insulation	
	If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.	Council is not aware of any residential dwelling erected on this land which has been identified in the Loose-Fill Asbestos Insulation Register as containing loose fill asbestos ceiling insulation. Contact NSW Fair Trading if further information is required.
21	Affected building notices and building product rectification orders	
	(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.	No affected building notice.
	(2) A statement of: (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.	No building product rectification order.  No notice of intention to make a building rectification order.
	(3) In this clause: affected building notice has the same meaning as in Part 4 of the <a href="#">Building Products (Safety) Act 2017</a> . building product rectification order has the same meaning as in the <a href="#">Building Products (Safety) Act 2017</a> .	

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

- that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
- that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,
- that the land to which the certificate relates is subject to an ongoing maintenance order within the



- meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

#### Contaminated Land

As of the date of this certificate, Council has no records to indicate that the site is potentially contaminated.

It is recommended that you ensure that the land has not in the past been used for certain purposes which could have involved the use of contaminants. A list of potentially contaminating uses is outlined in Attachment "A" to the end of this planning certificate.

Refer to Cooma Monaro Development Control Plan 2014 / Snowy River Development Control Plan 2013 / Bombala Development Control Plan 2012 – Planning Guidelines prepared by the Environment Protection Authority and the Department of Urban Affairs and Planning (1998). The guidelines are underpinned by State Environmental Planning Policy No 55 – Remediation of Land (SEPP 55), and the Contaminated Lands Management Act 1987.

In addition, Council has not been made aware of the land being subject to the following:

- land declared to be significantly contaminated land;
- land subject to a management order;
- land subject of an approved voluntary management proposal;
- land subject to an ongoing maintenance order; or
- subject of a site audit statement

## IMPORTANT NOTES – SECTION 10.7(2) CERTIFICATE

### Note 1 Terms of Reference

This Certificate does not make reference to the physical conditions of the property. Consequently no inspections have been made in respect of:

- (a) The presence or otherwise of noxious weeds on the property,
- (b) The condition of any structure/s on the land and associated infrastructure.

No advice is included in this Certificate in respect of outstanding or unauthorised works.

Should applicants require such details, that may be in addition to information provided in a S10.7(2) & (5) Certificate, application should be made, accompanied by the appropriate fee for such inspections.

### Note 2 Biosecurity (Weeds)

Weeds are a major environmental threat to the Snowy Monaro Region's agricultural and environmental assets. People considering purchasing land, particularly rural land, in the Council area are urged to contact Council's Biosecurity (Weeds) team for advice regarding landowners' responsibilities for the control of weeds.

### Note 3 Complying Development

- Under the Housing Code complying development may not be carried out on land which has an area less than 200 square metres and has a width, measured at the building line fronting a primary road, of at least 6m.
- Under the Rural Housing Code complying development for the erection of a new single-storey or two-storey dwelling house may only be carried out on land that (a) has an area of at least 80 hectares, or (b) is subject to a restriction created under section 88B of the Conveyancing Act 1919 that specifies a building envelope for the lot and was required by the council.
- As per clause 1.18 of the Codes SEPP Complying Development is only possible on land where the development would otherwise be permissible with or without consent under the Council's Local Environmental Plan applicable to the land.
- Complying development may not be carried out on land outside the zonings identified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, or on a lot which is not entirely within the zoning in the Codes SEPP specified for that particular Complying Development code. Refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for other permissibility criteria.

### Note 4 Important Notice for any maps that relate to this certificate

These maps are not a precise survey document. Accurate locations can only be determined by a survey on the ground.

While every care is taken to ensure the accuracy of this data, neither the Snowy Monaro Regional Council nor the Land and Property Management Authority makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason.

### Note 5 Coinciding Legal and Practical Access

Purchasers of rural and non-urban land are advised to ensure that coinciding legal and practical access can be gained to the property from a public road.

### Note 6 State Environmental Planning Policies

Below is a list of all State Environmental Planning Policies (including publicised draft policies) that apply to Snowy Monaro Regional Council. Depending on circumstances set down in each policy, the policy may be specifically applicable to the land that is the subject of this certificate. You are advised to check the policy for the necessary details.

State Environmental Planning Policy No 19—Bushland in Urban Areas  
 State Environmental Planning Policy No 21—Caravan Parks  
 State Environmental Planning Policy No 33—Hazardous and Offensive Development  
 State Environmental Planning Policy No 36—Manufactured Home Estates  
 State Environmental Planning Policy No 55—Remediation of Land  
 State Environmental Planning Policy No 64—Advertising and Signage  
 State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development  
 State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)  
 State Environmental Planning Policy (Aboriginal Land) 2019  
 State Environmental Planning Policy (Activation Precincts) 2020  
 State Environmental Planning Policy (Affordable Rental Housing) 2009  
 State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
 State Environmental Planning Policy (Concurrences and Consents) 2018  
 State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017  
 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
 State Environmental Planning Policy (Infrastructure) 2007  
 State Environmental Planning Policy (Koala Habitat Protection) 2020  
 State Environmental Planning Policy (Koala Habitat Protection) 2021  
 State Environmental Planning Policy (Kosciuszko National Park—Alpine Resorts) 2007  
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
 State Environmental Planning Policy (Primary Production and Rural Development) 2019  
 State Environmental Planning Policy (State and Regional Development) 2011  
 State Environmental Planning Policy (State Significant Precincts) 2005  
 State Environmental Planning Policy (Urban Renewal) 2010  
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

Any enquiries regarding these State policies should be directed to the Department of Planning.

Note 7 Land use table under Bombala Local Environmental Plan 2012

## Zone RU1 Primary Production

### Without Consent

Environmental protection works; Extensive agriculture; Home occupations; Horticulture; Viticulture

### With Consent

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Education establishments; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Funeral homes; Heavy industrial storage establishments; Helipads; Highway service centres; Home-based child care; Home businesses; Industrial training facilities; Industries; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Marinas; Mooring pens; Moorings; Mortuaries; Neighbourhood shops; Open cut mining; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Secondary dwellings; Service stations; Signage; Storage premises; Transport depots; Truck depots; Veterinary hospitals; Warehouse or distribution centres; Water recreation structures

### Prohibited

Self-storage units; Any other development not specified in item 2 or 3

## ATTACHMENT A' – S10.7(2)

Activities which are likely to have contaminated sites because of their past or present use:

- asbestos works;
- chemical and petrochemical works;
- docks and railway land, especially large sidings and depots;
- gasworks, other local carbonisation plants and ancillary by products works;
- industries making or using wood preservatives;
- installations involving the processing or use of radioactive materials;
- landfills and other waste disposal and storage sites, and transfer sites;
- land heavily treated with chemicals for agricultural or other purposes, eg aerial spraying;
- metal mines, smelters, foundries, iron and steel works, metal finishing works;
- mine tailings dumps (including mineral sands tailings);
- munitions production and testing sites;
- oil refineries, petroleum storage and distributions sites;
- paper and printing works;
- pesticide storage areas, areas where vehicles used for the transport and storage of pesticides are washed, and areas where tanks are used to store pesticides;
- plants and heavy engineering installations, eg shipbuilding and shipbreaking;
- power stations and switching yards etc;
- scrap yards;
- stock dipping, eg sheep, cattle etc;
- tanneries