

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Costello Rural PO Box 253, CORRYONG VIC 3707	Phone: (02) 6076 2054 Ref: Justin Costello
co-agent		
vendor	Thanuja Dilrukshi Wijesinghe Wijesinghe Liyana Pathirannehelage 4 Curved Trunk Road, Officer, VIC 3809	
vendor's solicitor	Keating Avery Solicitors Pty Ltd 72 High Street, Wodonga VIC 3690 DX 35868 Wodonga	Phone: 02 6056 5533 Email: jodiegay@keatingavery.com Fax: (02) 6056 5577 Ref: JG:191161
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	46 Mitchell Avenue, Khancoban, New South Wales 2642 Registered Plan: Lot 135 Plan DP 226654 Folio Identifier 135/226654	
improvements	<input 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 type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input 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 type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

buyer's agent

_____	vendor				
		<table border="1"> <tr> <td> GST AMOUNT (optional) The price includes GST of: \$ </td> </tr> </table>	GST AMOUNT (optional) The price includes GST of: \$		witness
GST AMOUNT (optional) The price includes GST of: \$					
_____	purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares		witness	

Choices

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 a *GSTRW payment* (GST 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 address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):

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

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

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

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

List of Documents

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 checked="" 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
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 135/226654

SEARCH DATE	TIME	EDITION NO	DATE
26/11/2019	11:20 AM	7	2/9/2018

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

LAND

LOT 135 IN DEPOSITED PLAN 226654
AT KHANCOBAN
LOCAL GOVERNMENT AREA SNOWY VALLEYS
PARISH OF KHANCOBAN COUNTY OF SELWYN
TITLE DIAGRAM DP226654

FIRST SCHEDULE

THANUJA DILRUKSHI WIJESINGHE WIJESINGHE LIYANA
PATHIRANNEHELAGE (T AI185952)

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 AI185953 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

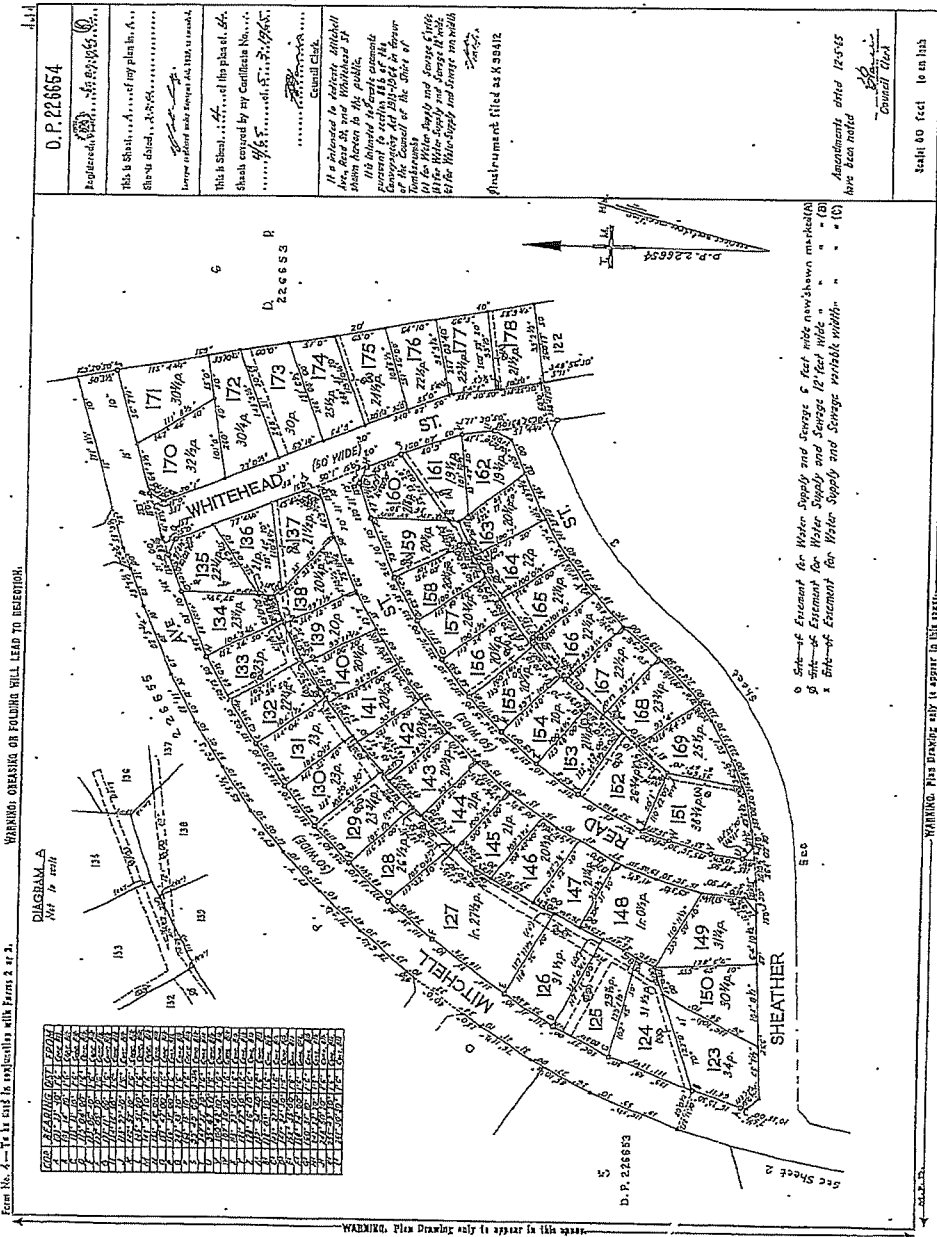
CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT

DP 226653 SH 1/4 CONT'D

FEET	INCHES	METRES
32	0 1/4	8.128
32	0 1/2	8.229
32	0 3/4	8.330
32	1 0	8.431
32	1 1/4	8.532
32	1 1/2	8.633
32	1 3/4	8.734
32	2 0	8.835
32	2 1/4	8.936
32	2 1/2	9.037
32	2 3/4	9.138
32	3 0	9.239
32	3 1/4	9.340
32	3 1/2	9.441
32	3 3/4	9.542
32	4 0	9.643
32	4 1/4	9.744
32	4 1/2	9.845
32	4 3/4	9.946
32	5 0	10.047
32	5 1/4	10.148
32	5 1/2	10.249
32	5 3/4	10.350
32	6 0	10.451
32	6 1/4	10.552
32	6 1/2	10.653
32	6 3/4	10.754
32	7 0	10.855
32	7 1/4	10.956
32	7 1/2	11.057
32	7 3/4	11.158
32	8 0	11.259
32	8 1/4	11.360
32	8 1/2	11.461
32	8 3/4	11.562
32	9 0	11.663
32	9 1/4	11.764
32	9 1/2	11.865
32	9 3/4	11.966
32	10 0	12.067
32	10 1/4	12.168
32	10 1/2	12.269
32	10 3/4	12.370
32	11 0	12.471
32	11 1/4	12.572
32	11 1/2	12.673
32	11 3/4	12.774
32	12 0	12.875
32	12 1/4	12.976
32	12 1/2	13.077
32	12 3/4	13.178
32	13 0	13.279
32	13 1/4	13.380
32	13 1/2	13.481
32	13 3/4	13.582
32	14 0	13.683
32	14 1/4	13.784
32	14 1/2	13.885
32	14 3/4	13.986
32	15 0	14.087
32	15 1/4	14.188
32	15 1/2	14.289
32	15 3/4	14.390
32	16 0	14.491
32	16 1/4	14.592
32	16 1/2	14.693
32	16 3/4	14.794
32	17 0	14.895
32	17 1/4	14.996
32	17 1/2	15.097
32	17 3/4	15.198
32	18 0	15.299
32	18 1/4	15.400
32	18 1/2	15.501
32	18 3/4	15.602
32	19 0	15.703
32	19 1/4	15.804
32	19 1/2	15.905
32	19 3/4	16.006
32	20 0	16.107
32	20 1/4	16.208
32	20 1/2	16.309
32	20 3/4	16.410
32	21 0	16.511
32	21 1/4	16.612
32	21 1/2	16.713
32	21 3/4	16.814
32	22 0	16.915
32	22 1/4	17.016
32	22 1/2	17.117
32	22 3/4	17.218
32	23 0	17.319
32	23 1/4	17.420
32	23 1/2	17.521
32	23 3/4	17.622
32	24 0	17.723
32	24 1/4	17.824
32	24 1/2	17.925
32	24 3/4	18.026
32	25 0	18.127
32	25 1/4	18.228
32	25 1/2	18.329
32	25 3/4	18.430
32	26 0	18.531
32	26 1/4	18.632
32	26 1/2	18.733
32	26 3/4	18.834
32	27 0	18.935
32	27 1/4	19.036
32	27 1/2	19.137
32	27 3/4	19.238
32	28 0	19.339
32	28 1/4	19.440
32	28 1/2	19.541
32	28 3/4	19.642
32	29 0	19.743
32	29 1/4	19.844
32	29 1/2	19.945
32	29 3/4	20.046
32	30 0	20.147
32	30 1/4	20.248
32	30 1/2	20.349
32	30 3/4	20.450
32	31 0	20.551
32	31 1/4	20.652
32	31 1/2	20.753
32	31 3/4	20.854
32	32 0	20.955
32	32 1/4	21.056
32	32 1/2	21.157
32	32 3/4	21.258
32	33 0	21.359
32	33 1/4	21.460
32	33 1/2	21.561
32	33 3/4	21.662
32	34 0	21.763
32	34 1/4	21.864
32	34 1/2	21.965
32	34 3/4	22.066
32	35 0	22.167
32	35 1/4	22.268
32	35 1/2	22.369
32	35 3/4	22.470
32	36 0	22.571
32	36 1/4	22.672
32	36 1/2	22.773
32	36 3/4	22.874
32	37 0	22.975
32	37 1/4	23.076
32	37 1/2	23.177
32	37 3/4	23.278
32	38 0	23.379
32	38 1/4	23.480
32	38 1/2	23.581
32	38 3/4	23.682
32	39 0	23.783
32	39 1/4	23.884
32	39 1/2	23.985
32	39 3/4	24.086
32	40 0	24.187
32	40 1/4	24.288
32	40 1/2	24.389
32	40 3/4	24.490
32	41 0	24.591
32	41 1/4	24.692
32	41 1/2	24.793
32	41 3/4	24.894
32	42 0	24.995
32	42 1/4	25.096
32	42 1/2	25.197
32	42 3/4	25.298
32	43 0	25.399
32	43 1/4	25.500
32	43 1/2	25.601
32	43 3/4	25.702
32	44 0	25.803
32	44 1/4	25.904
32	44 1/2	26.005
32	44 3/4	26.106
32	45 0	26.207
32	45 1/4	26.308
32	45 1/2	26.409
32	45 3/4	26.510
32	46 0	26.611
32	46 1/4	26.712
32	46 1/2	26.813
32	46 3/4	26.914
32	47 0	27.015
32	47 1/4	27.116
32	47 1/2	27.217
32	47 3/4	27.318
32	48 0	27.419
32	48 1/4	27.520
32	48 1/2	27.621
32	48 3/4	27.722
32	49 0	27.823
32	49 1/4	27.924
32	49 1/2	28.025
32	49 3/4	28.126
32	50 0	28.227
32	50 1/4	28.328
32	50 1/2	28.429
32	50 3/4	28.530
32	51 0	28.631
32	51 1/4	28.732
32	51 1/2	28.833
32	51 3/4	28.934
32	52 0	29.035
32	52 1/4	29.136
32	52 1/2	29.237
32	52 3/4	29.338
32	53 0	29.439
32	53 1/4	29.540
32	53 1/2	29.641
32	53 3/4	29.742
32	54 0	29.843
32	54 1/4	29.944
32	54 1/2	30.045
32	54 3/4	30.146
32	55 0	30.247
32	55 1/4	30.348
32	55 1/2	30.449
32	55 3/4	30.550
32	56 0	30.651
32	56 1/4	30.752
32	56 1/2	30.853
32	56 3/4	30.954
32	57 0	31.055
32	57 1/4	31.156
32	57 1/2	31.257
32	57 3/4	31.358
32	58 0	31.459
32	58 1/4	31.560
32	58 1/2	31.661
32	58 3/4	31.762
32	59 0	31.863
32	59 1/4	31.964
32	59 1/2	32.065
32	59 3/4	32.166
32	60 0	32.267
32	60 1/4	32.368
32	60 1/2	32.469
32	60 3/4	32.570
32	61 0	32.671
32	61 1/4	32.772
32	61 1/2	32.873
32	61 3/4	32.974
32	62 0	33.075
32	62 1/4	33.176
32	62 1/2	33.277
32	62 3/4	33.378
32	63 0	33.479
32	63 1/4	33.580
32	63 1/2	33.681
32	63 3/4	33.782
32	64 0	33.883
32	64 1/4	33.984
32	64 1/2	34.085
32	64 3/4	34.186
32	65 0	34.287
32	65 1/4	34.388
32	65 1/2	34.489
32	65 3/4	34.590
32	66 0	34.691
32	66 1/4	34.792
32	66 1/2	34.893
32	66 3/4	34.994
32	67 0	35.095
32	67 1/4	35.196
32	67 1/2	35.297
32	67 3/4	35.398
32	68 0	35.499
32	68 1/4	35.600
32	68 1/2	35.701
32	68 3/4	35.802
32	69 0	35.903
32	69 1/4	36.004
32	69 1/2	36.105
32	69 3/4	36.206
32	70 0	36.307
32	70 1/4	36.408
32	70 1/2	36.509
32	70 3/4	36.610
32	71 0	36.711
32	71 1/4	36.812
32	71 1/2	36.913
32	71 3/4	37.014
32	72 0	37.115
32	72 1/4	37.216
32	72 1/2	37.317
32	72 3/4	37.418
32	73 0	37.519
32	73 1/4	37.620
32	73 1/2	37.721
32	73 3/4	37.822
32	74 0	37.923
32	74 1/4	38.024
32	74 1/2	38.125
32	74 3/4	38.226
32	75 0	38.327
32	75 1/4	38.428
32	75 1/2	38.529
32	75 3/4	38.630
32	76 0	38.731
32	76 1/4	38.832
32	76 1/2	38.933
32	76 3/4	39.034
32	77 0	39.135
32	77 1/4	39.236
32	77 1/2	39.337
32	77 3/4	39.438
32	78 0	39.539
32	78 1/4	39.640
32	78 1/2	39.741
32	78 3/4	39.842
32	79 0	39.943
32	79 1/4	40.044
32	79 1/2	40.145
32	79 3/4	40.246
32	80 0	40.347
32	80 1/4	40.448
32	80 1/2	40.549
32	80 3/4	40.650
32	81 0	40.751
32	81 1/4	40.852
32	81 1/2	40.953
32	81 3/4	41.054
32	82 0	41.155
32	82 1/4	41.256
32	82 1/2	41.357
32	82 3/4	41.458
32	83 0	41.559
32	83 1/4	41.660
32	83 1/2	41.761
32	83 3/4	41.862
32	84 0	41.963
32	84 1/4	42.064
32	84 1/2	42.165
32	84 3/4	42.266
32	85 0	42.367
32	85 1/4	42.468
32	85 1/2	42.569
32	85 3/4	42.670
32	86 0	42.771
32	86 1/4	42.872
32	86 1/2	42.973
32	86 3/4	43.074
32	87 0	43.175
32	87 1/4	43.276
32	87 1/2	43.377
32	87 3/4	43.478
32	88 0	43.579
32	88 1/4	43.680
32	88 1/2	43.781
32	88 3/4	43.882
32	89 0	43.983
32	89 1/4	44.084
32	89 1/2	44.185
32	89 3/4	44.286
32	90 0	44.387
32	90 1/4	44.488
32	90 1/2	44.589
32	90 3/4	44.690
32	91 0	44.791
32	91 1/4	44.892
32	91 1/2	44.993
32	91 3/4	45.094

CONVEYANCE TABLE ADDING IN REGISTRATION DETAILS OF REVENUE DP 226653 SH 2/1 CONTD

FEET INCHES	METRES
0.125	0.031
0.187	0.058
0.250	0.076
0.312	0.080
0.375	0.094
0.437	0.108
0.500	0.127
0.562	0.143
0.625	0.158
0.687	0.173
0.750	0.188
0.812	0.203
0.875	0.218
0.937	0.233
1.000	0.248
1.062	0.263
1.125	0.278
1.187	0.293
1.250	0.308
1.312	0.323
1.375	0.338
1.437	0.353
1.500	0.368
1.562	0.383
1.625	0.398
1.687	0.413
1.750	0.428
1.812	0.443
1.875	0.458
1.937	0.473
2.000	0.488
2.062	0.503
2.125	0.518
2.187	0.533
2.250	0.548
2.312	0.563
2.375	0.578
2.437	0.593
2.500	0.608
2.562	0.623
2.625	0.638
2.687	0.653
2.750	0.668
2.812	0.683
2.875	0.698
2.937	0.713
3.000	0.728
3.062	0.743
3.125	0.758
3.187	0.773
3.250	0.788
3.312	0.803
3.375	0.818
3.437	0.833
3.500	0.848
3.562	0.863
3.625	0.878
3.687	0.893
3.750	0.908
3.812	0.923
3.875	0.938
3.937	0.953
4.000	0.968
4.062	0.983
4.125	0.998
4.187	1.013
4.250	1.028
4.312	1.043
4.375	1.058
4.437	1.073
4.500	1.088
4.562	1.103
4.625	1.118
4.687	1.133
4.750	1.148
4.812	1.163
4.875	1.178
4.937	1.193
5.000	1.208
5.062	1.223
5.125	1.238
5.187	1.253
5.250	1.268
5.312	1.283
5.375	1.298
5.437	1.313
5.500	1.328
5.562	1.343
5.625	1.358
5.687	1.373
5.750	1.388
5.812	1.403
5.875	1.418
5.937	1.433
6.000	1.448
6.062	1.463
6.125	1.478
6.187	1.493
6.250	1.508
6.312	1.523
6.375	1.538
6.437	1.553
6.500	1.568
6.562	1.583
6.625	1.598
6.687	1.613
6.750	1.628
6.812	1.643
6.875	1.658
6.937	1.673
7.000	1.688
7.062	1.703
7.125	1.718
7.187	1.733
7.250	1.748
7.312	1.763
7.375	1.778
7.437	1.793
7.500	1.808
7.562	1.823
7.625	1.838
7.687	1.853
7.750	1.868
7.812	1.883
7.875	1.898
7.937	1.913
8.000	1.928
8.062	1.943
8.125	1.958
8.187	1.973
8.250	1.988
8.312	2.003
8.375	2.018
8.437	2.033
8.500	2.048
8.562	2.063
8.625	2.078
8.687	2.093
8.750	2.108
8.812	2.123
8.875	2.138
8.937	2.153
9.000	2.168
9.062	2.183
9.125	2.198
9.187	2.213
9.250	2.228
9.312	2.243
9.375	2.258
9.437	2.273
9.500	2.288
9.562	2.303
9.625	2.318
9.687	2.333
9.750	2.348
9.812	2.363
9.875	2.378
9.937	2.393
10.000	2.408
10.062	2.423
10.125	2.438
10.187	2.453
10.250	2.468
10.312	2.483
10.375	2.498
10.437	2.513
10.500	2.528
10.562	2.543
10.625	2.558
10.687	2.573
10.750	2.588
10.812	2.603
10.875	2.618
10.937	2.633
11.000	2.648
11.062	2.663
11.125	2.678
11.187	2.693
11.250	2.708
11.312	2.723
11.375	2.738
11.437	2.753
11.500	2.768
11.562	2.783
11.625	2.798
11.687	2.813
11.750	2.828
11.812	2.843
11.875	2.858
11.937	2.873
12.000	2.888
12.062	2.903
12.125	2.918
12.187	2.933
12.250	2.948
12.312	2.963
12.375	2.978
12.437	2.993
12.500	3.008
12.562	3.023
12.625	3.038
12.687	3.053
12.750	3.068
12.812	3.083
12.875	3.098
12.937	3.113
13.000	3.128
13.062	3.143
13.125	3.158
13.187	3.173
13.250	3.188
13.312	3.203
13.375	3.218
13.437	3.233
13.500	3.248
13.562	3.263
13.625	3.278
13.687	3.293
13.750	3.308
13.812	3.323
13.875	3.338
13.937	3.353
14.000	3.368
14.062	3.383
14.125	3.398
14.187	3.413
14.250	3.428
14.312	3.443
14.375	3.458
14.437	3.473
14.500	3.488
14.562	3.503
14.625	3.518
14.687	3.533
14.750	3.548
14.812	3.563
14.875	3.578
14.937	3.593
15.000	3.608
15.062	3.623
15.125	3.638
15.187	3.653
15.250	3.668
15.312	3.683
15.375	3.698
15.437	3.713
15.500	3.728
15.562	3.743
15.625	3.758
15.687	3.773
15.750	3.788
15.812	3.803
15.875	3.818
15.937	3.833
16.000	3.848
16.062	3.863
16.125	3.878
16.187	3.893
16.250	3.908
16.312	3.923
16.375	3.938
16.437	3.953
16.500	3.968
16.562	3.983
16.625	3.998
16.687	4.013
16.750	4.028
16.812	4.043
16.875	4.058
16.937	4.073
17.000	4.088
17.062	4.103
17.125	4.118
17.187	4.133
17.250	4.148
17.312	4.163
17.375	4.178
17.437	4.193
17.500	4.208
17.562	4.223
17.625	4.238
17.687	4.253
17.750	4.268
17.812	4.283
17.875	4.298
17.937	4.313
18.000	4.328
18.062	4.343
18.125	4.358
18.187	4.373
18.250	4.388
18.312	4.403
18.375	4.418
18.437	4.433
18.500	4.448
18.562	4.463
18.625	4.478
18.687	4.493
18.750	4.508
18.812	4.523
18.875	4.538
18.937	4.553
19.000	4.568
19.062	4.583
19.125	4.598
19.187	4.613
19.250	4.628
19.312	4.643
19.375	4.658
19.437	4.673
19.500	4.688
19.562	4.703
19.625	4.718
19.687	4.733
19.750	4.748
19.812	4.763
19.875	4.778
19.937	4.793
20.000	4.808
20.062	4.823
20.125	4.838
20.187	4.853
20.250	4.868
20.312	4.883
20.375	4.898
20.437	4.913
20.500	4.928
20.562	4.943
20.625	4.958
20.687	4.973
20.750	4.988
20.812	4.998
20.875	5.008
20.937	5.018
21.000	5.028
21.062	5.038
21.125	5.048
21.187	5.058
21.250	5.068
21.312	5.078
21.375	5.088
21.437	5.098
21.500	5.108
21.562	5.118
21.625	5.128
21.687	5.138
21.750	5.148
21.812	5.158
21.875	5.168
21.937	5.178
22.000	5.188
22.062	5.198
22.125	5.208
22.187	5.218
22.250	5.228
22.312	5.238
22.375	5.248
22.437	5.258
22.500	5.268
22.562	5.278
22.625	5.288
22.687	5.298
22.750	5.308
22.812	5.318
22.875	5.328
22.937	5.338
23.000	5.348
23.062	5.358
23.125	5.368
23.187	5.378
23.250	5.388
23.312	5.398
23.375	5.408
23.437	5.418
23.500	5.428
23.562	5.438
23.625	5.448
23.687	5.458
23.750	5.468
23.812	5.478
23.875	5.488
23.937	5.498
24.000	5.508
24.062	5.518
24.125	5.528
24.187	5.538
24.250	5.548
24.312	5.558
24.375	5.568
24.437	5.578
24.500	5.588
24.562	5.598
24.625	5.608
24.687	5.618
24.750	5.628
24.812	5.638
24.875	5.648
24.937	5.658
25.000	5.668
25.062	5.678
25.125	5.688
25.187	5.698
25.250	5.708
25.312	5.718
25.375	5.728
25.437	5.738
25.500	5.748
25.562	5.758
25.625	5.768
25.687	5.778
25.750	5.788
25.812	5.798
25.875	5.808
25.937	5.818
26.000	5.828
26.062	5.838
26.125	5.848
26.187	5.858
26.250	5.868
26.312	5.878
26.375	5.888
26.437	5.898
26.500	5.908
26.562	5.918
26.625	5.928
26.687	5.938
26.750	5.948
26.812	5.958
26.875	5.968
26.937	5.978
27.000	5.988
27.062	5.998
27.125	6.008
27.187	6.018
27.250	6.028
27.312	6.038
27.375	6.048
27.437	6.058
27.500	6.068
27.562	6.078
27.625	6.088
27.687	6.098
27.750	6.108
27.812	6.118
27.875	6.128
27.937	6.138
28.000	6.148
28.062	6.158
28.125	6.168
28.187	6.178
28.250	6.188
28.312	6.198
28.375	6.208
28.437	6.218
28.500	6.228
28.562	6.238
28.625	6.248
28.687	6.258
28.750	6.268
28.812	6.278
28.875	6.288
28.937	6.298
29.000	6.308
29.062	6.318
29.125	6.328
29.187	6.338
29.250	6.348
29.312	6.358
29.375	6.368
29.437	6.378
29.500	6.388
29.562	6.398
29.625	6.408
29.687	6.418
29.750	6.428
29	



From the 4-11-11 the cost is, respectively, with Form 2 at 1.

DIAGRAM A
Not to scale

Lot No.	Area (sq. ft.)	Area (sq. m.)
122	12,000	1,115
123	12,000	1,115
124	12,000	1,115
125	12,000	1,115
126	12,000	1,115
127	12,000	1,115
128	12,000	1,115
129	12,000	1,115
130	12,000	1,115
131	12,000	1,115
132	12,000	1,115
133	12,000	1,115
134	12,000	1,115
135	12,000	1,115
136	12,000	1,115
137	12,000	1,115
138	12,000	1,115
139	12,000	1,115
140	12,000	1,115
141	12,000	1,115
142	12,000	1,115
143	12,000	1,115
144	12,000	1,115
145	12,000	1,115
146	12,000	1,115
147	12,000	1,115
148	12,000	1,115
149	12,000	1,115
150	12,000	1,115
151	12,000	1,115
152	12,000	1,115
153	12,000	1,115
154	12,000	1,115
155	12,000	1,115
156	12,000	1,115
157	12,000	1,115
158	12,000	1,115
159	12,000	1,115
160	12,000	1,115
161	12,000	1,115
162	12,000	1,115
163	12,000	1,115
164	12,000	1,115
165	12,000	1,115
166	12,000	1,115
167	12,000	1,115
168	12,000	1,115
169	12,000	1,115
170	12,000	1,115
171	12,000	1,115
172	12,000	1,115
173	12,000	1,115
174	12,000	1,115
175	12,000	1,115
176	12,000	1,115
177	12,000	1,115
178	12,000	1,115

D.P. 226654
Registered under the Land Transfer Act, 1925
This is Sheet A of my plan No. A
Shewn above, 1925

This is Sheet A of my plan No. A
Shewn above, 1925

This is Sheet A of my plan No. A
Shewn above, 1925

This is Sheet A of my plan No. A
Shewn above, 1925

This is Sheet A of my plan No. A
Shewn above, 1925

This is Sheet A of my plan No. A
Shewn above, 1925

This is Sheet A of my plan No. A
Shewn above, 1925

This is Sheet A of my plan No. A
Shewn above, 1925

Scale 60 feet to an inch
G.5544

In Every Block Below, Registrar General for New South Wales, certify that this plan is a true and correct copy of the plan as shown to me in my office on the 21st day of 1925

REGISTERED UNDER THE LAND TRANSFER ACT, 1925
D.P. 226654
Sheet A
1925

DIAGRAM A
Not to scale

WARNING: Plan Drawing only to appear in this space.

WARNING: Plan Drawing only to appear in this space.

CONVERSION TABLE ADDED IN
ASTRIAN CENSUS DEPARTMENT

DP	25651	SH	1/4	CONTO	FEET	INCHES	METRES
1	1	1	1	1	1	1	0.30
2	2	2	2	2	2	2	0.60
3	3	3	3	3	3	3	0.90
4	4	4	4	4	4	4	1.20
5	5	5	5	5	5	5	1.50
6	6	6	6	6	6	6	1.80
7	7	7	7	7	7	7	2.10
8	8	8	8	8	8	8	2.40
9	9	9	9	9	9	9	2.70
10	10	10	10	10	10	10	3.00
11	11	11	11	11	11	11	3.30
12	12	12	12	12	12	12	3.60
13	13	13	13	13	13	13	3.90
14	14	14	14	14	14	14	4.20
15	15	15	15	15	15	15	4.50
16	16	16	16	16	16	16	4.80
17	17	17	17	17	17	17	5.10
18	18	18	18	18	18	18	5.40
19	19	19	19	19	19	19	5.70
20	20	20	20	20	20	20	6.00

CONVERSION TABLE ADDED IN
ASTRIAN CENSUS DEPARTMENT

DP	25651	SH	1/4	CONTO	FEET	INCHES	METRES
20	20	20	20	20	20	20	6.90
21	21	21	21	21	21	21	7.20
22	22	22	22	22	22	22	7.50
23	23	23	23	23	23	23	7.80
24	24	24	24	24	24	24	8.10
25	25	25	25	25	25	25	8.40
26	26	26	26	26	26	26	8.70
27	27	27	27	27	27	27	9.00
28	28	28	28	28	28	28	9.30
29	29	29	29	29	29	29	9.60
30	30	30	30	30	30	30	9.90
31	31	31	31	31	31	31	10.20
32	32	32	32	32	32	32	10.50
33	33	33	33	33	33	33	10.80
34	34	34	34	34	34	34	11.10
35	35	35	35	35	35	35	11.40
36	36	36	36	36	36	36	11.70
37	37	37	37	37	37	37	12.00
38	38	38	38	38	38	38	12.30
39	39	39	39	39	39	39	12.60
40	40	40	40	40	40	40	12.90

CONVERSION TABLE ADDED IN
ASTRIAN CENSUS DEPARTMENT

DP	25651	SH	1/4	CONTO	FEET	INCHES	METRES
40	40	40	40	40	40	40	13.20
41	41	41	41	41	41	41	13.50
42	42	42	42	42	42	42	13.80
43	43	43	43	43	43	43	14.10
44	44	44	44	44	44	44	14.40
45	45	45	45	45	45	45	14.70
46	46	46	46	46	46	46	15.00
47	47	47	47	47	47	47	15.30
48	48	48	48	48	48	48	15.60
49	49	49	49	49	49	49	15.90
50	50	50	50	50	50	50	16.20
51	51	51	51	51	51	51	16.50
52	52	52	52	52	52	52	16.80
53	53	53	53	53	53	53	17.10
54	54	54	54	54	54	54	17.40
55	55	55	55	55	55	55	17.70
56	56	56	56	56	56	56	18.00
57	57	57	57	57	57	57	18.30
58	58	58	58	58	58	58	18.60
59	59	59	59	59	59	59	18.90
60	60	60	60	60	60	60	19.20

CONVERSION TABLE ADDED IN
ASTRIAN CENSUS DEPARTMENT

DP	25651	SH	1/4	CONTO	FEET	INCHES	METRES
60	60	60	60	60	60	60	19.50
61	61	61	61	61	61	61	19.80
62	62	62	62	62	62	62	20.10
63	63	63	63	63	63	63	20.40
64	64	64	64	64	64	64	20.70
65	65	65	65	65	65	65	21.00
66	66	66	66	66	66	66	21.30
67	67	67	67	67	67	67	21.60
68	68	68	68	68	68	68	21.90
69	69	69	69	69	69	69	22.20
70	70	70	70	70	70	70	22.50
71	71	71	71	71	71	71	22.80
72	72	72	72	72	72	72	23.10
73	73	73	73	73	73	73	23.40
74	74	74	74	74	74	74	23.70
75	75	75	75	75	75	75	24.00
76	76	76	76	76	76	76	24.30
77	77	77	77	77	77	77	24.60
78	78	78	78	78	78	78	24.90
79	79	79	79	79	79	79	25.20
80	80	80	80	80	80	80	25.50

CONVERSION TABLE ADDED IN
ASTRIAN CENSUS DEPARTMENT

DP	25651	SH	1/4	CONTO	FEET	INCHES	METRES
80	80	80	80	80	80	80	25.80
81	81	81	81	81	81	81	26.10
82	82	82	82	82	82	82	26.40
83	83	83	83	83	83	83	26.70
84	84	84	84	84	84	84	27.00
85	85	85	85	85	85	85	27.30
86	86	86	86	86	86	86	27.60
87	87	87	87	87	87	87	27.90
88	88	88	88	88	88	88	28.20
89	89	89	89	89	89	89	28.50
90	90	90	90	90	90	90	28.80
91	91	91	91	91	91	91	29.10
92	92	92	92	92	92	92	29.40
93	93	93	93	93	93	93	29.70
94	94	94	94	94	94	94	30.00
95	95	95	95	95	95	95	30.30
96	96	96	96	96	96	96	30.60
97	97	97	97	97	97	97	30.90
98	98	98	98	98	98	98	31.20
99	99	99	99	99	99	99	31.50
100	100	100	100	100	100	100	31.80

6

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 and E.O. 13526, 65 FR 42958, August 18, 2000

3
 AT 599412
 P. 11 No. K 259

INSURMENT SERVING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 54B OF THE COMPENSATING ACT, 1915. SHEET 2.

Plan: LP226654

Subdivision of land covered by Council Clerk's Certificate No. 4/65, and where no such lines of pipes, sewers, or any other works are laid, places and maintain lines of pipes of sufficient internal diameter under and through the site, at such depths or levels below the surface as it shall think fit and together with the right for the body in whose favour this easement is created, to have any person authorised by it with any tools, implements or machinery necessary for the purpose to enter upon the site and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing such pipes or any parts thereof and for any of the aforesaid purposes to open the soil of the site to such extent as may be necessary provided that such body and the persons authorised by it shall take all reasonable precautions to ensure as little disturbance as possible to the surface of the site and will restore that surface as nearly as practicable to its original condition within a reasonable time.

3. Terms of easement for Water Supply and Sewage 12' wide wholly referred to in the above-mentioned plan.

Full and free right and liberty for the body in whose favour this easement is created and every person authorised by it from time to time and at all times by means of pipes to maintain a flow of water in any quantities and to drain sewage and other waste material and third in any quantities under and through the land indicated in the above-mentioned plan and for the purpose of Water Supply and Sewage 12' wide (which is hereinafter referred to as "the site") being part of the land herein indicated as to be secured to as "the site" together with the right to use for the purpose of the easement any lines of pipes or sewer already laid within the site for the purpose of maintaining a flow of water and of draining sewage on any pipe or pipes in any way connected with the site and where no such lines of pipes exist to lay the same and wherever lines of pipes of sufficient internal diameter under and through the site at such depths or levels below the surface as it shall think fit and together with the right for the body in whose favour this easement is created and every person authorised by it with any tools, implements or machinery necessary for the purpose to enter upon the site and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing such pipes or any parts thereof and for any of the aforesaid purposes to open the soil of the site to such extent as may be necessary provided that such body and the persons authorised by it shall take all reasonable precautions to ensure as little disturbance as possible to the surface of the site and will restore that surface as nearly as practicable to its original condition within a reasonable time.

THE OFFICIAL SEAL OF SNOWY MOUNTAINS
 HYDRO-ELECTRIC AUTHORITY was hereunto
 affixed in the presence of:
 M. H. H. H.
 Commissioner.
 Chief Administrative Officer.

II 98412
 No. 10
 Roll No. K 259 P. 11 No. K 259

INSURMENT SERVING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 54B OF THE COMPENSATING ACT, 1915.

Plan: LP226654

Subdivision of Part of Lot 4, D.P. covered by Council Clerk's Certificate No. 4/65,
 Snowy Mountains Hydro-Electric Authority,
 Post Office Box 29, Cooma North, N.S.W.

PART I

1. Identity of easement or restriction therein referred to in above-mentioned plan:
 Easement for Water Supply and Sewage 6' wide.

Schedule of lots, etc. affected.
 Lots, name of road, or Authority, benefited.

The Council of the Shire of Tumbarumba

2. Identity of easement or restriction therein referred to in above-mentioned plan:
 Easement for Water Supply and Sewage variable width.
 Schedule of lots, etc. affected.
 Lots, name of road, or Authority, benefited.

The Council of the Shire of Tumbarumba

3. Identity of easement or restriction therein referred to in above-mentioned plan:
 Easement for Water Supply and Sewage 12' wide.
 Schedule of lots, etc. affected.
 Lots, name of road, or Authority, benefited.

The Council of the Shire of Tumbarumba

THE OFFICIAL SEAL OF SNOWY MOUNTAINS
 HYDRO-ELECTRIC AUTHORITY was hereunto
 affixed in the presence of:
 M. H. H. H.
 Commissioner.
 Chief Administrative Officer.

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	70 1/2	80	90	100	110	120	130	140
----	----	----	----	----	----	----	--------	----	----	-----	-----	-----	-----	-----

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 9th MARCH, 1990



2
 1599412
 3 Roll No K249

INSTRUMENT SPLITTING OFF TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER HEREBY TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919. SHEET 2

Plan P726654 Subdivision of Land covered by Council Clerk's Certificate No. 4/65.

Lots burdened (contd.)

- 102, 103, 104, 105, 106, 107,
- 108, 109, 110, 111, 112, 113,
- 125, 126, 127, 128, 129, 130,
- 131, 132, 133, 154, 155, 156,
- 172.

PART 2

1. Terms of easement for Water Supply and Sewage GI wide hereby referred to in the abovementioned plan.

Full and free right and liberty for the body in whose favour this easement is created and every person authorised by it from time to time and at all times by means of pipes to maintain a flow of water in any quantities and to drain through the land indicated in the abovementioned plan as well as to discharge into the sewer any water material and fluid in any quantities and to drain through the land indicated in the abovementioned plan as well as to discharge into the sewer any water material and fluid in any quantities referred to as "the water", being part of the land herein indicated as the servient tenement, together with the right to use for the purposes of the easement any lines of pipes already laid within the site for the purpose of maintaining a flow of water and of draining sewage on any pipe or pipes in replacement or in substitution thereof, and where no such lines of pipes exist to lay, place and maintain lines of pipes of sufficient internal diameter under and through the site at such depths or levels below the surface as it shall think fit and together with the right for the body in whose favour this easement is created and every person authorised by it with any tools, implements or machinery necessary for the purpose to enter upon the site and to remain there for any reasonable time for the purpose of laying down, erecting, clearing, repairing, maintaining or amending, or for the purpose of doing thereof and for any of the aforesaid purposes, at any place on the site to such extent as may be necessary, provided that such body and the persons authorised by it shall take all reasonable precautions to ensure as little disturbance as possible to the surface of the site and will restore that surface as nearly as practicable to its original condition within a reasonable time.

2. Terms of easement for Water Supply and Sewage variable width hereby referred to in the abovementioned plan.

Full and free right and liberty for the body in whose favour this easement is created and every person authorised by it from time to time and at all times by means of pipes to maintain a flow of water in any quantities and to drain sewage and other waste material and fluid in any quantities under and through the land indicated in the abovementioned plan as well as to discharge into the sewer any water material and fluid in any quantities referred to as "the water", being part of the land herein indicated as the servient tenement, together with the right to use for the purposes of the easement any lines of pipes already laid within the site for the purpose of maintaining a flow of water and of draining sewage on any pipe or pipes in replacement or in substitution thereof.

THE OFFICIAL SEAL OF SHERIFF MOURAENS

HYDRO-ELECTRIC AUTHORITY was herewith

affixed in the presence of:

Chief Administrative Officer.

M. H. M. M. M.
 Commissioner

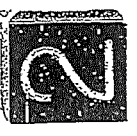
Instrument pursuant to Regulation 220 Conveyancing Act Regulations, 1961, stating out the terms of easements of restrictions as to user created registration of the within-mentioned Deponent's plan.

123
 1/1/65

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 9th MARCH, 1990



Snowy Valleys Council

PO Box 61 TUMBARUMBA NSW 2653
P: 1300 ASK SVC (1300 275 782)
E: Info@svc.nsw.gov.au
W: www.snowyvalleys.nsw.gov.au


**PLANNING
CERTIFICATE**

Issued under s 10.7 of the
Environmental Planning & Assessment Act, 1979 (as amended)

Fee Paid: \$106.00
Receipt No. EFT
Date Received: 26 November, 2019

Applicants Ref: 191161
Our Ref: PL2019/0473 & ENG2019/0271 (3023278)

Applicant Name InfoTrack
Address 1 GPO Box 4029
Address 2 SYDNEY NSW 2001

Certificate Number	133/2019
Subject Property	
Address	46 Mitchell Avenue, KHANCOBAN NSW 2642
Legal Description	Lot: 135 DP: 226654 Parish: Khancoban County: Selwyn
Council Assessment Number	10019925
Area	575.4m ²
Owner	Thanuja Dilrukshi Wijesinghe Liyana Pathirannehelege
The information in this Certificate is true and accurate as at this date	11 December 2019
Signature	
Senior Health & Building Surveyor	Mark Kirton

SECTION 10.7(2)

1: NAMES OF RELEVANT SEPPs, REPs, LEPs AND DCPs	
What local environmental plans apply to the land? (Gazettal Date)	Tumbarumba Local Environmental Plan 2010 30 June, 2010
What draft local environmental plans applying to the land have been placed on public exhibition under s 66(1)(b) of the Act?	None Apply
What development control plans prepared by Council under s 72 of the Act apply to the land?	<p>Tumbarumba Development Control Plan 2011</p> <p>DCP No. F1 – Footpath Trading & Outdoor Dining DCP No. I1 – Industrial Development DCP No. O1 – Onsite Sewage Management Systems DCP No. N1 – Notification of Development Applications DCP No. R1 – Rural Small Holdings Zone (RU4) & Large Lot Residential (R5) DCP No. V1 – Village Zones (RU5, R1 & R3)</p> <p>Appendix – Access to Properties Specifications</p> <p>The applicant should note that the above subject areas may or may not apply to the land referenced in the attached certificate. It is the applicant's responsibility to make all necessary enquiries regarding applicability or otherwise.</p> <p>It should also be noted that not all chapters are listed above.</p> <p>The unlisted chapters relate generally to definitions and other administrative matters rather than the key subject areas.</p>
What regional environmental plans apply to the land?	None Apply
What draft regional environmental plans applying to the land have been placed on public exhibition under S 47(b) of the Act?	None Apply
What development control plans applying to the land have been prepared by the Director General under s 51A of the Act?	None Apply
What state environmental planning policies apply to the land?	Refer to attached Appendix A
What draft state environmental planning policies applying to the land have been publicised as referred to in s 39(2) of the Act?	None Apply
Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006	Not applicable

2: ZONING AND LAND USE UNDER RELEVANT LEPs

For each local environmental plan and draft local environmental plan applying to the land

What is the name of the zone? Note: Some land may have multiple zonings. Please refer to the zoning map for further details	Zone RU5 Village
The purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Refer to Appendix B
The purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	Refer to Appendix B
The purposes for which the instrument provides that development is prohibited within the zone,	Refer to Appendix B
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, 450 square metres.
Is the land effected by 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 and the reasons why it may not be carried out under those clauses.	Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. If a restriction applies to the land, it may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
Is consent required for demolition work	Yes (except where specified as exempt development in <i>Tumbarumba Local Environmental Plan 2010</i> .)
Does the land include or comprise critical habitat?	At the time of issue of this certificate, Council is unaware of any of the land being included in or compromising a critical habitat area.
Is the land in a conservation area (however described)?	No
Is an item of environmental heritage situated on the land?	No
3: DECLARED STATE SIGNIFICANT DEVELOPMENT	
Repealed	Not Applicable
4: COASTAL PROTECTION	
Is the land affected by s 38 or s 39 of the <i>Coastal Protection Act, 1979</i> , but only to the extent that the council has been so notified by the Department of Public Works?	No

5: MINE SUBSIDENCE	
Has the land been proclaimed a mine subsidence district under s15 of the <i>Mine subsidence Compensation Act 1961</i> ?	No
6: ROAD WIDENING AND ROAD REALIGNMENT	
Is the land affected by road widening or road realignment under Div 2 of Part 3 of the Roads Act, or any environmental planning instrument, or any resolution of the council?	No
7: COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS	
Is the land affected by a policy (i) adopted by the council or (ii) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk?	No
8: LAND RESERVED FOR ACQUISITION	
Does any environmental planning instrument, deemed EPI or draft local environmental planning instrument applying to the land provide for the acquisition of the land by a public authority as referred to in s 27 of the Act?	No
9: CONTRIBUTIONS PLANS	
What Contributions plans apply to the land?	None Apply
9A: BIODIVERSITY CERTIFIED LAND	
If the land is biodiversity land (within the meaning of part 7AA of the <i>Threatened Species Conservation Act 1995</i>), a statement to that effect.	The land is not biodiversity certified land.
10. BIOBANKING AGREEMENTS	
If the land is land to which a biobank agreement under Part 7A of the <i>Threatened Species Conservation Act 1995</i> relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).	Council is not aware of any bio banking agreements under Part 7A of the Threatened Species Conservation Act 1995 for this land.

11: MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997

Section 59(2) of the *Contaminated Land Management Act 1997* prescribes the following additional matters that are to be specified in a planning certificate

Is the land within land declared to be an investigation area or remediation site under Part 3 of that Act	No
Is the land subject to an investigation order or a remediation order within the meaning of that Act?	No
Is the land subject to a voluntary investigation proposal (or voluntary remediation proposal) the subject of the Environment Protection Authority's agreement under s 19 or 26 of that Act?	No
Is the land the subject of a site audit statement within the meaning of Part 4 of that Act?	No
That the land to which the certificate relates is significantly contaminated land – if the land (or part of the land) is declared to be significantly contaminated land at the date when the certificate is issued.	No
That the land to which the certificate relates is subject to a management order – if it is subject to such an order at the date when the certificate is issued.	No
That the land to which the certificate relates is the subject of an approved voluntary management proposal – if it is the subject of such an approved proposal at the date when the certificate is issued.	No
That the land to which the certificate relates is subject to an ongoing maintenance order – if it is subject to such an order at the date when the certificate is issued.	No
That the land to which the certificate relates is the subject of a site audit statement – if a copy of such a statement has been provided at any time to the local authority issued the certificate.	No
12: BUSH FIRE PRONE LAND	
Is any of the land bush fire prone land (as defined in the Act)?	No
13: PROPERTY VEGETATION PLANS	
Is the land subject to a property vegetation plan under the <i>Native Vegetation Act 2003</i> (as notified to Council by the person or body that approved the plan under the act)?	No

14: 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).

Council has not been notified of any order applying to this property made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

15. 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.

Council is not aware of any direction applying to this property by the Minister in force under section 75P(2)(c1) of the Environmental Planning and Assessment 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.

16. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

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

(a) a statement of whether there is a current site compatibility certificate (of which the council is aware), issued under clause 25 of that Policy in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (i) the period for which the certificate is current, and
- (ii) that a copy may be obtained from the head office of the Department of Planning, and

(b) 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.

Council is not aware of any current site compatibility certificate, issued under clause 25 of the State Environmental Planning Policy (Housing for seniors or people with a Disability) 2004, in respect of proposed development on the land.

Council is not aware of any 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.

17: SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

A statement of whether there is a valid site compatibility certificate (infrastructure) of which Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

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

Council is not aware of any current site compatibility certificate, in respect of proposed development on this land.

18. 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:

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

(2) A statement setting out any terms of a kind referred to in clause 17(1) or 37(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.

Council is not aware of any current site compatibility certificate, issued under State Environmental Planning Policy (Affordable Rental Housing) 2009, in respect of proposed development on the land.

Council is not aware of any statement setting out any terms of a kind referred to in clause 17(1) or 37(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.

19. 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.

(2) The date of any subdivision order that applies to the land.

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

a) Council is not aware 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.

b) Council is not aware of any subdivision order that applies to the land.

20. LOOSE-FILL ASBESTOS INSULATION REGISTER

Has the residential dwelling erected on this land been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation?

No

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.

(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.

(3) In this Clause:

Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017. Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

No

Note: the following matters are prescribed by Section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a Planning Certificate:

- (a) That the land to which the Certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.
- (b) That the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the Certificate is issued.
- (c) That the land to which the Certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the Certificate is issued.
- (d) That the land to which the Certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the Certificate is issued.
- (e) That the land to which the Certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided any time to the local authority issuing the Certificate.

APPENDIX A
WHAT STATE ENVIRONMENTAL PLANNING POLICIES APPLY TO THE LAND?

- State Environmental Planning Policy (*Affordable Rental Housing*) 2009: Land Application (pub. 31/7/2009)
- State Environmental Planning Policy (*Building Sustainability Index: BASIX*) 2004: Land Application (pub. 25/6/2004)
- State Environmental Planning Policy (*Concurrences*) 2018: Land Application (pub. 21/12/2018)
- State Environmental Planning Policy (*Educational Establishments and Child Care Facilities*) 2017: Land Application (pub. 1/9/2017)
- State Environmental Planning Policy (*Exempt and Complying Development Codes*) 2008: Land Application (pub. 12/12/2008)
- State Environmental Planning Policy (*Housing for Seniors or People with a Disability*) 2004: Land Application (pub. 31/3/2004)
- State Environmental Planning Policy (*Infrastructure*) 2007: Land Application (pub. 21/12/ 2007)
- State Environmental Planning Policy (*Mining, Petroleum Production and Extractive Industries*) 2007: Land Application (pub. 16/2/2007)
- State Environmental Planning Policy (*Miscellaneous Consent Provisions*) 2007: Land Application (pub. 28/9/2007)
- State Environmental Planning Policy (*Primary Production and Rural Development*) 2019: Land Application (pub. 28/2/2019)
- State Environmental Planning Policy (*Vegetation in Non-Rural Areas*) 2017: Subject Land (pub. 25/8/2017)
- State Environmental Planning Policy No 1 - Development Standards: Land Application (pub. 17/10/1980)
- State Environmental Planning Policy No 21 - Caravan Parks: Land Application (pub. 24/4/1992)
- State Environmental Planning Policy No 33 - Hazardous and Offensive Development: Land Application (pub. 13/3/1992)
- State Environmental Planning Policy No 36 - Manufactured Home Estates: Land Application (pub. 16/7/1993)
- State Environmental Planning Policy No 44 - Koala Habitat Protection: Land Application (pub. 6/1/1995)
- State Environmental Planning Policy No 50 - Canal Estate Development: Land Application (pub. 10/11/1997)
- State Environmental Planning Policy No 55 - Remediation of Land: Land Application (pub. 28/8 /1998)
- State Environmental Planning Policy No 64 - Advertising and Signage: Land Application (pub. 16/3/2001)
- State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development: Land Application (pub. 26/7/2002)

APPENDIX B**FOR EACH LOCAL ENVIRONMENTAL PLAN AND DRAFT LOCAL ENVIRONMENTAL PLAN
APPLYING TO THE LAND?**

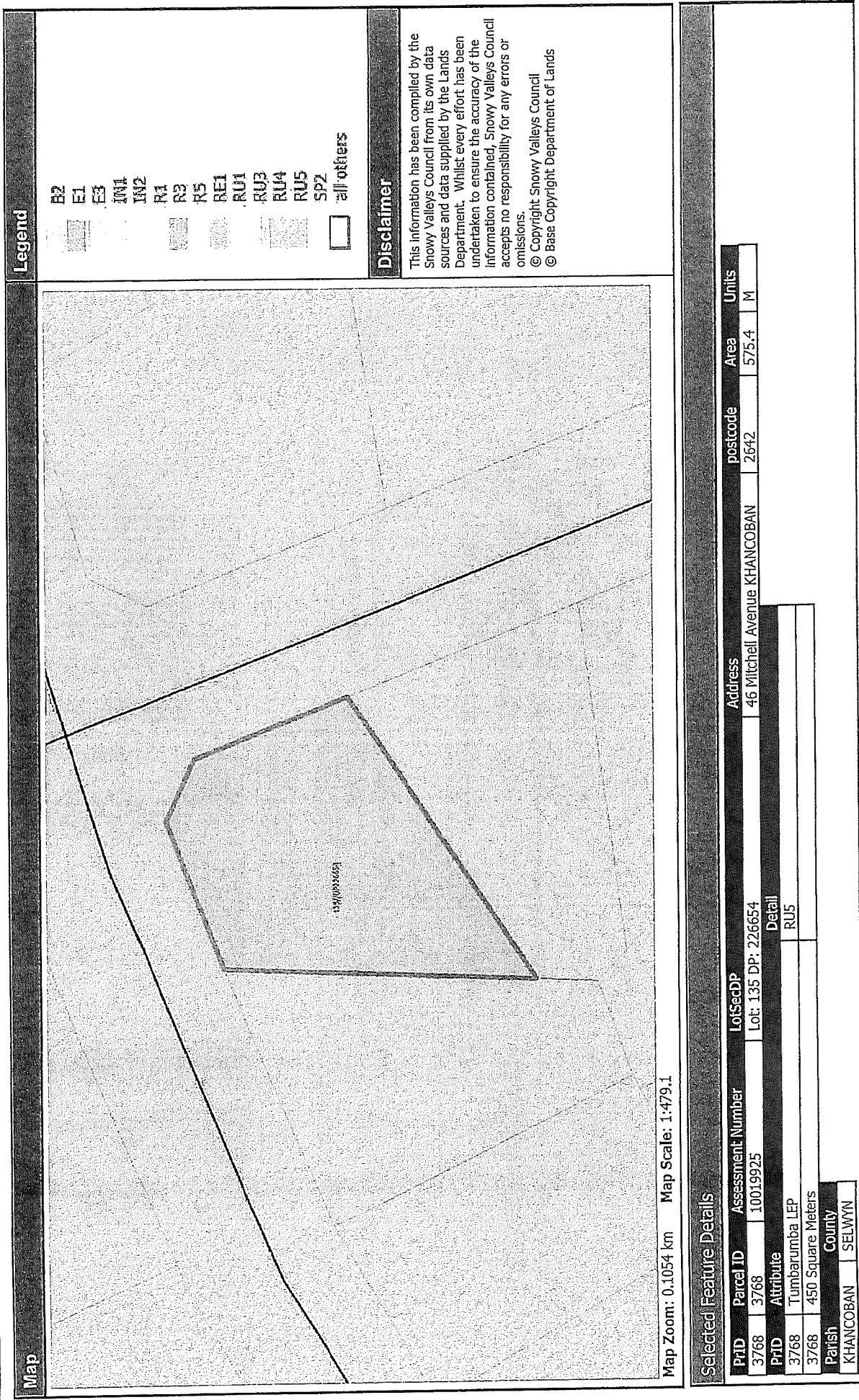
What is the name of the zone?	Zone RU5 Village
What development can be carried out without development consent?	Building identification signs; Home occupations; Public administration buildings
What development cannot be carried out unless development consent has been obtained?	Child care centres; Community facilities; Dwelling houses; Light industries; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Schools; Any other development not specified in the boxes immediately above or below.
What development is prohibited?	Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolid waste applications; Boat launching ramps; Boat repair facilities; Boat sheds; Canal estate developments; Cellar door premises; Charter or tourism boating facilities; Correctional centres; Crematoria; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Hazardous storage establishments; Helipads; Industrial retail outlets; Industries; Jetties; Liquid fuel depots; Mining; Offensive storage establishments; Restricted premises; Restriction facilities; Rural workers' dwellings; Sex services premises; Waste or resource management facilities; Water recreation structures

APPENDIX B

**FOR EACH LOCAL ENVIRONMENTAL PLAN AND DRAFT LOCAL ENVIRONMENTAL PLAN
APPLYING TO THE LAND?**

What is the name of the zone?	Zone RU5 Village
What development can be carried out without development consent?	Building identification signs; Home occupations; Public administration buildings
What development cannot be carried out unless development consent has been obtained?	Child care centres; Community facilities; Dwelling houses; Light industries; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Schools; Any other development not specified in the boxes immediately above or below.
What development is prohibited?	Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolid waste applications; Boat launching ramps; Boat repair facilities; Boat sheds; Canal estate developments; Cellar door premises; Charter or tourism boating facilities; Correctional centres; Crematoria; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Hazardous storage establishments; Helipads; Industrial retail outlets; Industries; Jetties; Liquid fuel depots; Mining; Offensive storage establishments; Restricted premises; Restriction facilities; Rural workers' dwellings; Sex services premises; Waste or resource management facilities; Water recreation structures

46 Mitchell Avenue, Khancoban (135//226654)



Legend

- B2
- E1
- E3
- IM1
- IN2
- R1
- R3
- R5
- RE1
- RU1
- RU3
- RU4
- RU5
- Sp2
- all others

Disclaimer

This information has been compiled by the Snowy Valleys Council from its own data sources and data supplied by the Lands Department. Whilst every effort has been undertaken to ensure the accuracy of the information contained, Snowy Valleys Council accepts no responsibility for any errors or omissions.
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 © Base Copyright Department of Lands

Map Zoom: 0.1054 km Map Scale: 1:479.1

Selected Feature Details

PHID	Parcel ID	Assessment Number	LotSecDP	Address	postcode	Area	Units	
3768	3768	10015925	Lot: 135 DP: 226654	46 Mitchell Avenue KHANCOBAN	2642	575.4	M	
PHID	Attribute						Detail	
3768	Tumbarumba LEP						RU5	
3768	450 Square Meters							
Parish	County							
KHANCOBAN	SELWYN							

Rates Assess. No. 653-083

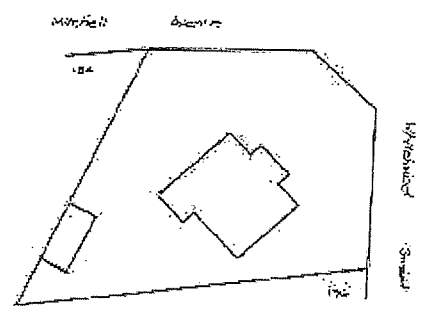
SHIRE OF TUMBARUMBA

DIAGRAM OF SEWERAGE SERVICE

Lot 135, DEEBOGS, Old Maitland, No. 4, Hutchison St., Maitland

SYMBOLS AND ABBREVIATIONS

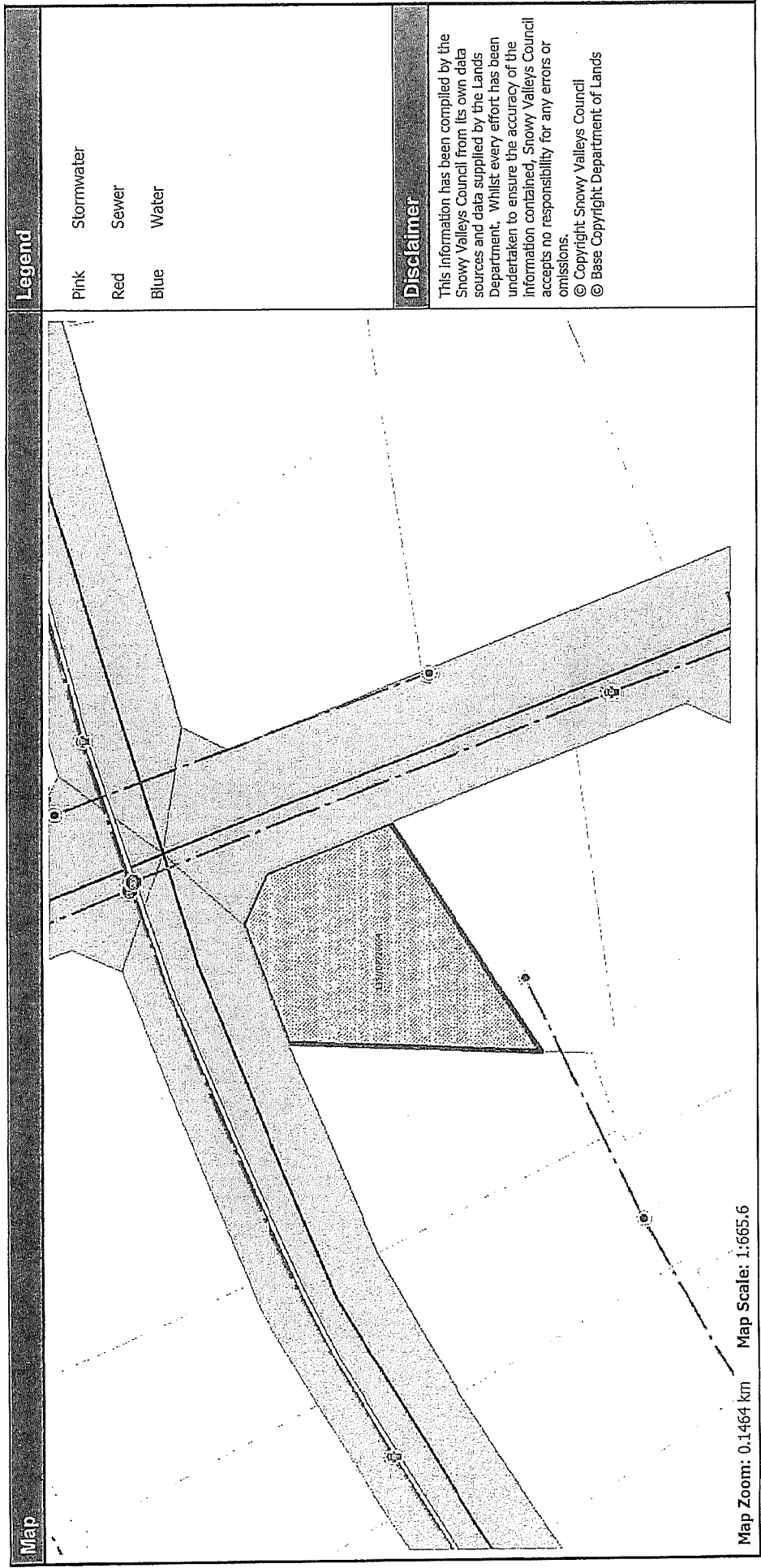
□	Boundary/Inspection Cap	—	Cleaning Eye	W.C.	Water Closer	Bat.	Basin
■	Fit	∇	Vertical Pipe	L.T.	Laundry Tub	Shr	Shower
-	G.I. Grease Interceptor	○ E.V.P.	Educt Vent Pipe	K.S.	Kitchen Sink	Ur	Urinal
□	Gully	⊙ S.V.P.	Soil Vent Pipe	B.W.	Bath Wash	S.S.	Slop Sink
↗	Slope Junction on back	○ W.V.P.	Waste Vent Pipe	F.W.	Floor Waste		



1. New sewerage service shown by full black lines, full pipe coverage shown by broken black lines.
2. This diagram is the property of the proprietor and is to be handed to him on completion of the work.
3. Certificates for drainage and sanitary plumbing must be obtained from Council before use of the sewer will be allowed.
4. Existing pipes to be opened up for inspection and tested or renewed as directed.
5. All work done under the work shown on diagram and covered by the ordinance and regulations must be carried out to the satisfaction of the Council.
6. Rain and surface water is to be excluded from the sewerage service.
7. Depth of sewer at point of completion approx.
8. Laid pipe approx.
9. Seal.
10. When above things pass under floors, they shall be entirely surrounded with a minimum of 2 inches of concrete or 3 inches of Cement Mortar.
11. Pan.

DIAGRAM No.	SHEET No.
Drawn <u>S.M.A.</u>	
Checked <u>S.M.A.</u>	
Sewerage Inspector	

46 Mitchell Avenue, Khancoban (135//226654)



Selected Feature Details

PrID	Parcel ID	Assessment Number	Lot/Sec/DP	Address	postcode	Area	Units
3768	3768	10019925	Lot: 135 DP: 226654	46 Mitchell Avenue KHANCOBAN	2642	575.4	M

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.

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.

WARNINGS

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

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

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 s14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor, and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 **Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

46 Mitchell Avenue KHANCOBAN NSW 2642

