

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Costello Rural Pty Ltd 64 Hanson Street (PO Box 253) CORYONG VIC 3707 e: justin@costellorural.com.au	Phone: 02 6076 2054 Fax: 02 6076 1673 Ref: Justin Costello
co-agent vendor	JUSTIN BARTHOLOMEW PATANE 2 Gildea Avenue, Five Dock NSW 2046	
vendor's solicitor	Tim Weissel Solicitor PO Box 227, Concord NSW 2137 e: kim@tweissel.com.au	Phone: 02 9736 3766 Fax: 02 9743 2094 Ref: P539
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	37 MAHON PLACE, KHANCOBAN NSW 2642 Lot 37 DP 1104732 37/1104732	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	documents in the List of Documents as marked or numbered: 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	\$
balance	\$
contract date	(if not stated, the date this contract was made)
buyer's agent	

vendor

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

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30): PEXA

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

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

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

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

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**: \$

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

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

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

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

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

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

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input checked="" type="checkbox"/> 23 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 32 property certificate for strata common property</p> <p><input type="checkbox"/> 33 plan creating strata common property</p> <p><input type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 58 other document relevant to off the plan contract</p> <p>Other</p> <p><input checked="" type="checkbox"/> 59 drain location diagram supplied by Snowy Valleys Council</p> <p><input checked="" type="checkbox"/> 60 letter 16.07.2020 from Snowy Valleys Council</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* 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 *serving* 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 *serving* 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.

37 Mahon Place KHANCOBAN NSW 2642

**Additional clauses forming part of this contract for the sale of
37 Mahon Place, Khancoban NSW 2642**

33 Alterations to printed form

The following printed clauses are amended as follows:

- 33.1 **clause 5.1:** insert the words 'and they are the only form of *requisitions* the purchaser may make and clause 5.2.1 is taken to be deleted' at the end of the clause;
- 33.2 **clause 7.1.1:** replace '5%' with '1%'.
- 33.3 **clauses 12.1 and 12.2** are deleted.
- 33.4 **clause 14.4:** replace the words 'not adjust surcharge land tax (as defined in the *Land Tax Act 1956*) but must adjust any other' with the word 'adjust';
- 33.5 **clause 14.4.2:** delete this clause and substitute with the words 'by adjusting the amount of land tax determined by applying the average rate of land tax including, if applicable, surcharge land tax (as defined in the *Land Tax Act 1956*) payable by the vendor or any predecessor in title for the year to the taxable value of the property without the application of any threshold prescribed by law or any determination on a single holding basis';
- 33.6 **clause 14:** add '14.9 Notwithstanding anything contained in clause 14.1, the date to which adjustments are to be made in respect of rates taxes and outgoings between the parties shall be the date stipulated in the contract for completion';
- 33.7 **clause 16.8:** delete the clause;
- 33.8 **clause 16:** insert the following additional clause:
'16.3A Where the *property* includes personal property subject to a security interest:
 - a. in this clause *personal property*, *secured party* and *security interest* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)* (*PPS Act*);
 - b. to pass legal title free of that interest, it is sufficient for the vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association; and
 - c. no release is required where the personal property has a market value of not more than \$5,000 (or such greater amount prescribed under regulations to the *PPS Act*) and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Securities Register).
- 33.9 The purchaser warrants that the inclusions are to be used for domestic purposes.';
clause 19: add '19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2010 (NSW)* is the remedy prescribed by that regulation.'
- 33.10 **clause 20:** add '20.16 In this contract, unless the context requires otherwise *in writing* includes any communication sent by letter, facsimile transmission or email; and *including* and similar expressions are not words of limitation.'
- 33.11 **clause 20.6.5:** insert the words 'or by email' after the words 'by fax';
- 33.12 **clause 23.5.1:** insert the words 'which includes special levies payable by instalments (where the adjustment period is the period of the instalments)' to the end of the sub-clause.'
- 33.13 **clause 23.6.1:** delete the words '...even if it is payable by instalments.' and replace with '...and if payable by instalments then only those instalments payable before the contract date'
- 33.14 **clause 23.6.2:** after the word '...date...' insert '...but excluding all or any instalments payable after the completion date.'
- 33.15 **clause 23.6.3:** after the word '...date...' insert '...or if levied before the contract date then those amounts payable by instalments or otherwise after the contract date.'
- 33.16 **clause 23.9.3:** delete the words 'or before completion';
- 33.17 **clause 23.13:** delete the words 'at least 7 days';
- 33.18 **clause 23.14:** delete the clause;
- 33.19 **clause 23.17:** delete the clause;
- 33.20 **clause 24.3.2:** delete the clause;
- 33.21 **clause 30.1.1:** delete the word 'and' at the end of the clause;
- 33.22 **clause 30.1.2:** delete the clause;
- 33.23 **clause 30.2:** replace the words 'at any time after it has been agreed that it will be conducted as an *electronic transaction*' with the words 'at least 14 days before the date for completion' and insert the words 'on the other party' after 'notice';
- 33.24 **clause 30.4.5:** delete the words in the first bullet point; and
- 33.25 **clause 30.5:** insert the words and 'if clause 30.1 applies,' after '*Normally*,' replace the words '7 days of the *effective date*' with the words '14 days of the *effective date*'
- 33.26 **clause 31.4:** delete.

34 Whole agreement

In entering into this contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract.

.....
Vendor(s)

.....
Purchaser(s)

35 Real estate agents

The purchaser promises that the purchaser was not introduced to the *property* or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale the vendor's agent or co-agent, if any, specified in this contract).The purchaser indemnifies the vendor against any claim for commission by any real estate agent or other person, the vendor's agent or co-agent, if any, specified in this contract) arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

36 Notice to complete

36.1 Issue of notice to complete

If a party is entitled to serve a notice to complete, then the party may:

36.1.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and

36.1.2 specify a time of day between 11am and 4pm as the time for completion.

36.2 Reasonable period

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

36.3 Preservation of rights

The parties agree that the party serving a notice to complete can:

36.3.1 withdraw the notice; and

36.3.2 issue further notices to complete.

36.4 Vendor's costs

In the event that the vendor issues a notice to complete the purchaser must pay the sum of \$350.00 (plus GST) to cover legal and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses. The provisions of this clause are not reciprocal for the benefit of the purchaser.

37 Condition of property and inclusions

37.1 The purchaser accepts the *property* in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* because of the condition, state of repair or any such faults of the *property*.

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

37.2.1 the condition, state of repair, dilapidation or infestation (if any) of the property;

37.2.2 any latent or patent defect in the property;

37.2.3 any environmental hazard or contamination;

37.2.4 the nature, location, availability or non-availability of the *Services* or defects in the *Services*;

37.2.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of the *Services*;

37.2.6 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;

37.2.7 any rainwater downpipe being connected to the sewer;

37.2.8 any failure to comply with the *Swimming Pools Act 1992 (NSW)* or not obtaining and providing a Certificate of Compliance under *Section 24* of the *Swimming Pools Amendment Act 2012 (NSW)*;

37.3 The purchaser acknowledges that the purchaser has inspected the inclusions (if any) referred to on the front page of this contract and that the purchaser is purchasing the same in their present state and condition of repair and without representation as to quality or fitness for a particular purpose.

38 Capacity or death of a party

38.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* (except in the case of a vendor comprising a joint tenancy) then any one of them) the vendor (and if more than one person comprises that first *party* (except in the case of a vendor comprising a joint tenancy) then any one of them) the purchaser (and if more than one person comprises that first *party* then any one of them) prior to completion:

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

.....
Vendor(s)

.....
Purchaser(s)

- 38.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract; and
- 38.1.3 provided always that only the *other party* can rescind if death, lack of mental capacity or insolvency adversely affects one or more of the other party.

38.2 The purchaser promises that the purchaser has the legal capacity to enter into this contract.

39 Late completion

39.1 Payment of interest

If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily:

39.1.1 at the rate of 10 % per annum; and

39.1.2 on the balance of the purchase price payable under this contract,

in respect of the period commencing on the day following the date for completion and ending on completion.

39.2 Delay by vendor

Clause 39.1 does not apply in respect of any period during which completion has been delayed due to the fault of the vendor.

39.3 Essential term

The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date for completion.

40 Investment of deposit

For the purposes of clause 2 of this contract, the vendor and the purchaser direct the *depositholder* to invest the deposit with a bank.

40.1 The definition of *depositholder* in clause 1 does not apply.

40.2 In this contract *depositholder* means the vendor's *agent*.

40.3 The parties authorise and direct the *depositholder* to invest the deposit with a bank nominated by the depositholder. The *depositholder* will in no way be liable for any delay, default or in any other manner whatsoever in respect of the authority given under this clause.

41 Payment of Deposit

41.1 In the event that the vendor agrees to the purchaser paying the 10% deposit by way of instalments, subject to clause 2, the 10% deposit stipulated on the front page of this contract shall be paid as follows:

41.1.1 the agreed amount of the initial deposit as the first instalment at the date of this contract, and

41.1.2 the balance of the 10% deposit as the second instalment on the earlier of completion or on demand by the vendor. The vendor will only be able to make demand for balance of payment of the deposit if the purchaser defaults in the observance or performance of any of its obligations under this contract.

41.2 The purchaser agrees that the payment of the deposit on the dates specified in clause 41.1 is an earnest of performance of the contract by the purchaser and expressly acknowledges and declares that in the event that the vendor validly claims the second instalment of the deposit, which the parties have agreed can be deferred on payment to a later date, that the payment of that second instalment will not, shall not and does not constitute a penalty on the purchaser, but is in fact payment of the full deposit as agreed by the parties in accordance with terms and conditions of the agreement between the purchaser and the vendor.

41.3 Time is of the essence in the payment of the deposit and failure to pay the deposit in accordance with this clause entitles the Vendor to terminate the contract.

41.4 This clause does not restrict the Vendor from making any further claim under Clause 19 of the Contract.

41.5 If this Contract is subject to a cooling off period then notwithstanding clause 2 of the contract, the parties agree that the deposit is to be paid in the following instalments:

41.6.1 as to 0.25% of the price on the making of this Contract; and

41.6.2 as to the balance before the expiry of the cooling off period;

and in this respect time shall be deemed to be of the essence of this Contract

42 Requisitions on Title

For the purposes of clause 5.1, the requisitions or general questions about the property or the title:

42.1 must be in the form of the requisitions attached to this Contract; and

42.2 are taken to have been served on the contract date.

43 Purchaser's Warranties

43.1 The purchaser represents and warrants that:

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

43.1.2 the purchaser does not rely on any other letter, document, correspondence or arrangement whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written contract;

.....
Vendor(s)

.....
Purchaser(s)

- 43.1.3 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- 43.1.4 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

43.2 Acknowledgements

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 43.

44 No requirement for building certificate

- 44.1 If the purchaser applies for a building certificate, under sections 6.24, 6.25 and 6.26 of the *Environmental Planning and Assessment Amendment Act 2017* (NSW) (**Building Certificate**) the purchaser must do so at the purchaser's own cost.
- 44.2 If the local council refuses or fails to issue the Building Certificate, that refusal or failure or the facts upon which such refusal or failure are based will not be a defect in the vendor's title to the property and the purchaser must take title despite the council's refusal or failure or facts.
- 44.3 If the local council requires work to be done on the property as a condition of issuing a Building Certificate, or issues a Building Certificate but requires work to be carried out, the purchaser must not and cannot make any claim against the vendor nor terminate nor delay completion of this Contract because of the council's requirement to carry out that work.

45 Special condition – electronic signatures

The parties acknowledge that in the event signatures which are facsimile, photocopy or any other form of electronic signature by either the vendor or the purchaser acceptable for the purposes of exchange. The parties agree to provide to the other party the signed contract bearing original signatures within seven (7) days after the date of this contract. The signed contract bearing original signatures is to be dated the same date as this contract. The parties shall not be entitled to make any requisitions, objection or claim or delay completion due to the exchange of contracts taking place in accordance with this clause.

46 Section 184 certificate

- 46.1 The purchaser's solicitor/conveyancer shall order and provide the section 184 certificate at no cost to the vendor or the vendor solicitor and must provide a copy of the certificate to the vendor solicitor prior to settlement.

47 Release of Deposit

- By signing this Contract, the purchaser:
- 47.1 authorises the vendor to use all or part of the deposit as a deposit on a purchase by the vendor of a property and or as duty on the contract for the sale of land for that property and or as a deposit or accommodation bond for an aged care facility;
- 47.2 authorises the deposit holder to release all or part of the deposit for those purposes and without the need for need for any prior approval or confirmation from the purchaser or the purchaser's solicitor.

48 Guarantee

- 48.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 48.2 The word *guarantor* means each director of the purchaser as at the date of this contract.
- 48.3 If each director of the purchaser has not signed this clause as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 48.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
 - 48.4.1 payment of all money payable by the purchaser under this contract; and
 - 48.4.2 the performance of all of the purchaser's other obligations under this contract.
- 48.5 The guarantor:
 - 48.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - 48.5.2 must pay on demand any money due to the vendor under this indemnity.
- 48.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
 - 48.6.1 the performance by the purchaser of its obligations under this contract; and
 - 48.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 48.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 48.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 48.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
 - 48.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
 - 48.9.2 the release or discharge of any person;
 - 48.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

.....
Vendor(s)

.....
Purchaser(s)

- 48.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
- 48.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- 48.9.6 the winding up of the purchaser.
- 48.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- 48.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 48.12 This clause operates as a deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Signature

Name of Witness

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Signature

Name of Witness

.....
Vendor(s)

.....
Purchaser(s)

NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 37/1104732

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
1/7/2020	10:52 AM	5	17/6/2016

LAND
-----LOT 37 IN DEPOSITED PLAN 1104732
AT KHANCOBAN
LOCAL GOVERNMENT AREA SNOWY VALLEYS
PARISH OF KHANCOBAN COUNTY OF SELWYN
TITLE DIAGRAM DP1104732FIRST SCHEDULE

JUSTIN BARTHOLOMEW PATANE (T AK517146)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1104732 EASEMENT TO DRAIN SEWAGE 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1104732 EASEMENT FOR UNDERGROUND POWERLINES 2 & 5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1104732 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

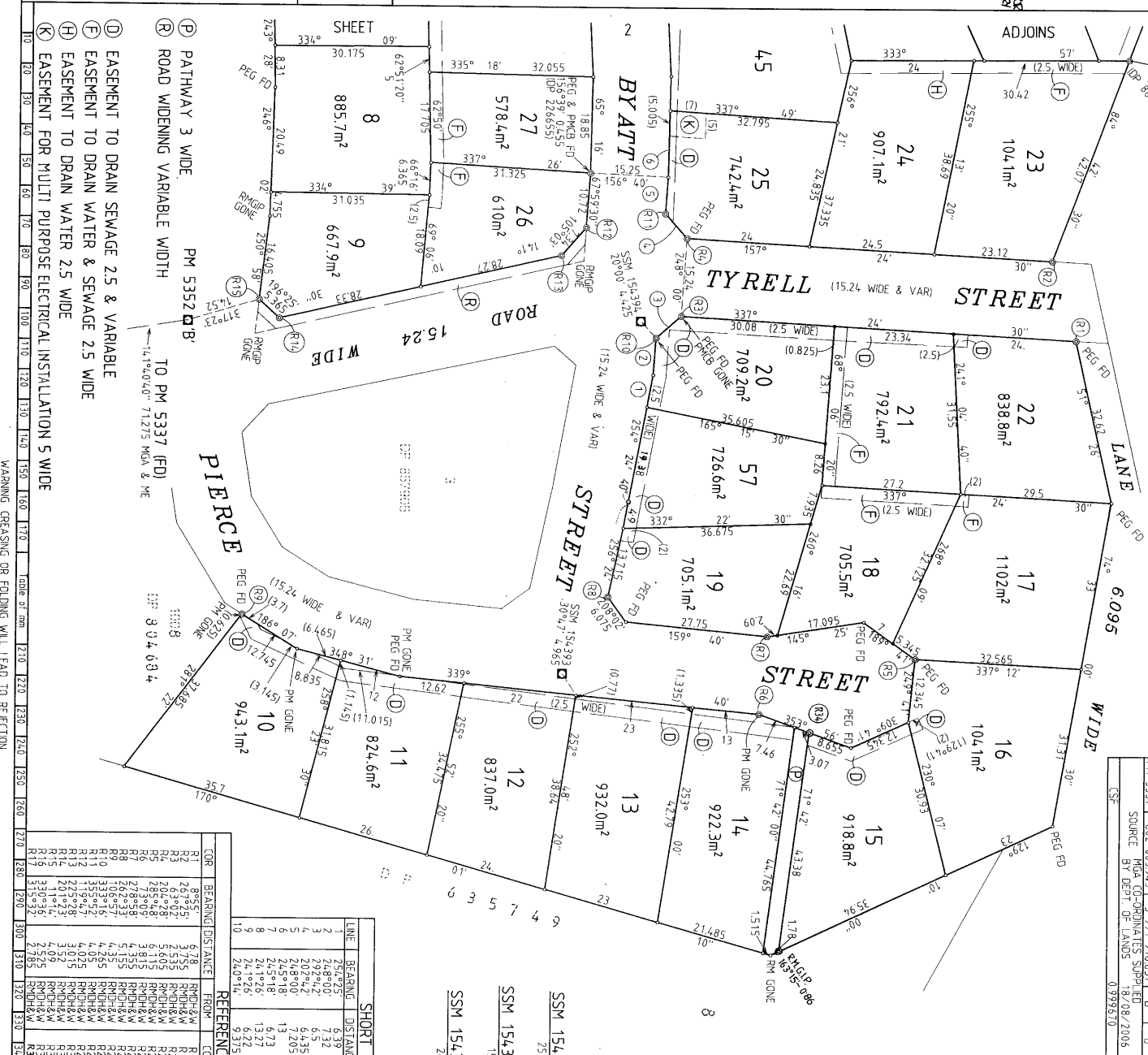
PRINTED ON 1/7/2020

C. E. Donohue
COUNCIL CHAIRMANJ. M. McLean
LEADERMARGARET ANNE MCGRAW
MAYORSIGNED BY DEAN L. MCGRAW
COUNCIL CHAIRMANJ. M. McLean
LEADERSIGNED BY GILBERT LANGEVIN
DIRECTORSIGNED BY DEAN L. MCGRAW
COUNCIL CHAIRMANSIGNED BY DEAN L. MCGRAW
COUNCIL CHAIRMANSIGNED BY DEAN L. MCGRAW
COUNCIL CHAIRMANSIGNED BY DEAN L. MCGRAW
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COUNCIL CHAIRMANSIGNED BY DEAN L. MCGRAW
COUNCIL CHAIRMAN

A' PM 5346 TO B' PM 5352 (SEE SHEET 2)

1 4
D P 2 5 0 1 4 1

MGA CO-ORDINATES			
MARK	EASTING	NORTHING	CLASS/NUMBER
PM 5346	601 758.302	5 991 831.721	U
PM 5352	601 961.764	5 991 972.555	B
PM 5353	601 805.922	5 991 983.547	B
PM 5354	601 805.922	5 991 983.547	U
SOURCE: MGA CO-ORDINATES SUPPLIED BY DEPT. OF LANDS 07/06/2006			



Registered MB 8.12.2006

Title System TORRENS

Purpose SUBDIVISION

Parcel PARISH # (DP226655)

Last Plan DP 857905 DP 863943 DP 226655

PLAN OF SUBDIVISION OF LOTS 1, 2 & 3 IN DP 863943 LOTS 1 & 2 IN DP 857905 LOT 88 DP 226655 & EASEMENT FOR UNDERGROUND POWER LINES 2 WIDE & EASEMENT TO DRAIN SEWAGE 10 WD WITHIN LOT 2 DP1088037

Lengths are in metres. Reaction Ratio 1:500

LGA. TUMBARUMBA


Locality KIANCOBAN

Parish KIANCOBAN

County SELWYN

This is sheet 1 of my plan n. 2 sheets. (Delete if inapplicable)

Surveyor's Certificate
Survey Regulation 2001
MALCOLM LOUIS GRAY
of 56 CAPPER STREET, TUNNITT
a surveyor registered under the Surveying Act 2002, hereby
has been made in accordance with the Surveying Regulation
2001 and was completed on AUGUST 20 2006
The survey relates to LOTS 1, 2 & 3 IN LOT 88

Does not apply the plan through surveyed, or specify any land shown in the plan through the subject of the survey
(Signature)  31. 8. 06
Datum Used: A-B
Survey completed under the Surveying Act 2002
Zone: UTM/Worldwide

Plans used in preparation of survey/development
DP's 226653, 226653, 226655, 226655, 628553,
631684, 857905, 863943.

PLAN FOR USE ONLY for contractors of attention
to dedicate public roads, to create public reserves,
drainage/reserves, easements, restrictions on the
use of land or positive conveniences
PURSUANT TO SEC 88B OF THE CONVEYANCING
ACT, IT IS INTENDED TO CREATE

1. EASEMENT TO DRAIN WATER 10 WIDE.
2. EASEMENT TO DRAIN SEWAGE 2.5 WIDE & VARIABLE.
3. EASEMENT TO DRAIN SEWAGE 2.5 WIDE.
4. EASEMENT TO DRAIN WATER & SEWAGE 25 WIDE.
5. EASEMENT FOR UNDERGROUND POWER LINES 2 & 5 WIDE.
6. EASEMENT TO DRAIN WATER 2.5 WIDE.
7. EASEMENT TO DRAIN WATER AND FOR WATER SUPPLY 3 WIDE.
8. EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 5 WIDE.
9. RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO DEDICATE THE ROAD
WIDENING TO THE PUBLIC AS A ROAD.
IT IS INTENDED TO DEDICATE THE PATHWAY
3 WIDE TO THE PUBLIC AS A PATHWAY

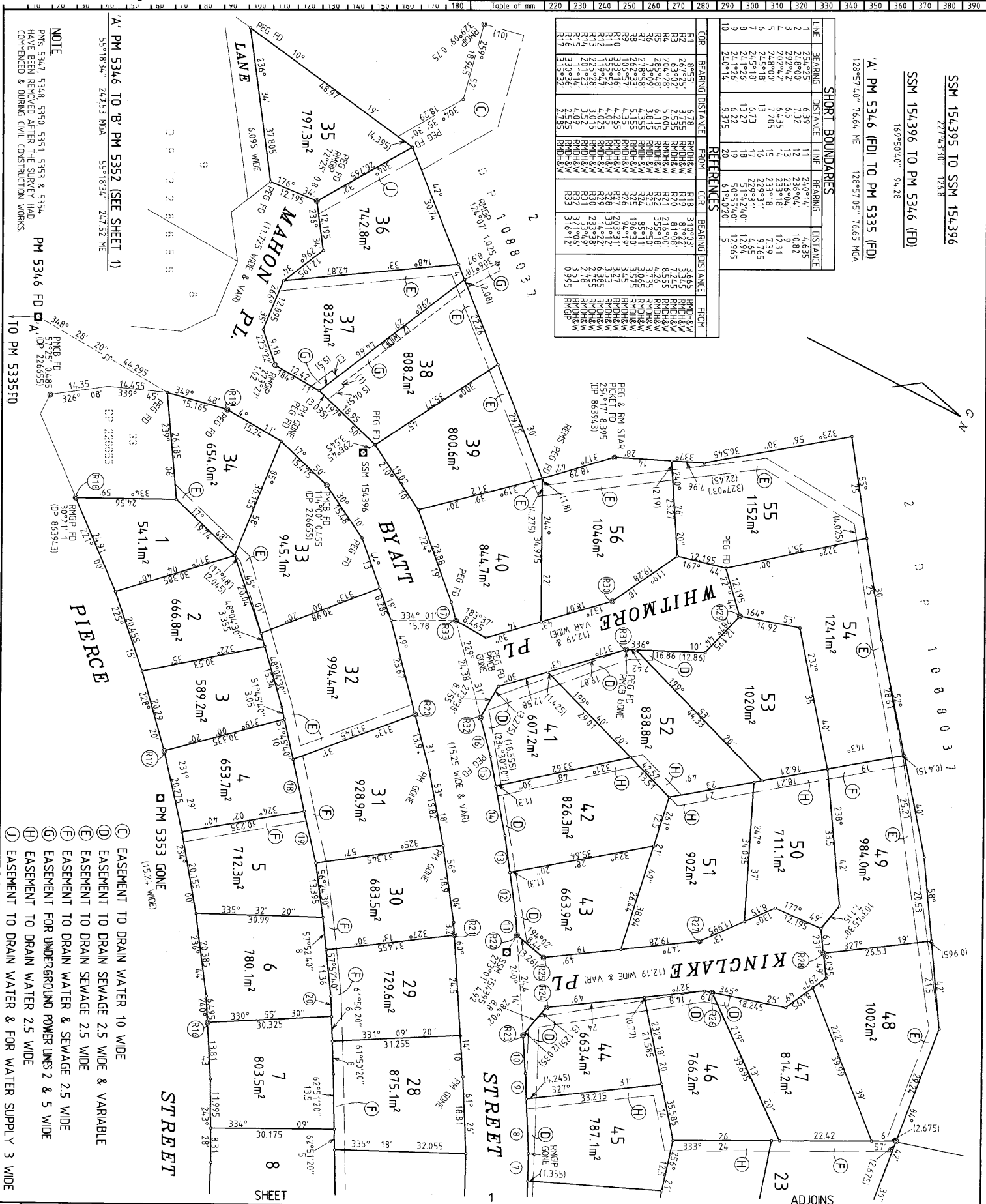
SSM 154.395 TO SSM 154.396
227°43'50" 126.8

SSM 154396 TO PM 5346 (FD)
169°50'40" 94.28

SSM 154396 (FD) TO PM 5335 (FD)
169°50'40" 94.28

128°57'40" 76.64 ME 128°57'05" 76.65 MGA

SHORT BOUNDARIES					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1	251°29'5	6.39	11	240°14'	4.635
2	246°00'	7.32	12	236°04'	10.82
3	292°12'	6.535	13	233°16'	12.51
4	248°07'	9.405	14	233°23'	7.925
5	245°08'	13	15	242°31'	4.85
6	245°18'	5.33	16	245°24°0'	12.94
7	241°26'	10.27	17	50°55'40"	12.965
8	241°26'	6.42	18	61°40'20"	
9	240°14'	9.375	19		
10			20		

[illegible]

DP1104732

Registered.  MB 8.12.2006

This is sheet 2 of my plan in 2 sheet dated 31.8.06

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets
sheets covered by Subdivision certificate No. 12/200
of 14/9/2006

Authorised Person/~~Comment Manager~~ Accredited Centre
For use where space is insufficient in any panel
on Plan Form 2

1. EASEMENT FOR WATER SUPPLY & SEWAGE
183 WIDE VIDE DP 226555

2. EASEMENT FOR WATER SUPPLY & SEWAGE
366 WIDE VIDE DP 226555

3. EASEMENT FOR WATER SUPPLY & SEWAGE
VARIABLE WIDTH VIDE DP 226555

C. C. Trudell
C. W. Hall.
A. W. Schenck
J. A. Linneman



Reduction Ratio 1.600

PLAN AMENDED BY A.R. MILLER 30-11-06

* OFFICE USE ONLY

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS FOR PROFITS APRENDRE
INTENDED TO BE CREATED OR RELEASED AND OR RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919**

(Sheet 1 of 8 sheets)

DP1104732

Subdivision of the land referred to in Council Clerk's
Certificate reference subdivision number 12/2006 and dated
14 September 2006 duly endorsed on the said Plan.

**Full name and address of the
owner of the land in Lots 1, 2 and
3 in DP863943 and Lots 1 and 2 in
DP857905:**

**SAMANITA DEVELOPMENTS PTY LTD
ACN 096 607 224
Suite 6, Level 3, 187 Macquarie Street Sydney NSW 2000**

**Full Name and address of the
mortgagee of the land:**

**BENDIGO BANK LIMITED ACN 068 049 178
Fountain Court Bendigo VIC 3550**

**Full Name and Address of the
owner of the Land in Lot 2 in
DP1088037:**

**COLIN CHARLES FINDLAY
180 Swampy Plains Creek Road via Corryong VIC 3707**

**Full Name and Address of the
owner of the Land in Lot 88 in
DP226655:**

**MARGARET ANNE MACLEAN and
LECKIE MACLEAN
37 Byatt Street Khancoban NSW 2642**

Handwritten signature

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS FOR PROFITS APRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OR RESTRICTIONS ON THE USE
 OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B CONVEYANCING ACT 1919**

(Sheet 2 of 8 sheets)

DP1104732

Subdivision of the land referred to in Council Clerk's
 Certificate reference subdivision number 12/2006 and dated
 14 September 2006 duly endorsed on the said Plan.

PART 1 (CREATION)

Number of item shown in the intention panel on the Plan	Identity of easement, profit aprendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lots or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
1.	Easement to Drain Water 10 Wide	Lot 2 in DP1088037	Tumbarumba Shire Council
2.	Easement to Drain Sewage 2.5 Wide and Variable	Lots 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 25, 41, 42, 43, 44, 45, 46, 47, 52, 53 and 57	Tumbarumba Shire Council
3.	Easement to ^{Drain} Sewage 2.5 Wide	Lots 32, 33, 34, 37, 38, 39, 40, 48, 49, 54, 55, and 56	Tumbarumba Shire Council
4.	Easement to Drain Water & Sewage 2.5 Wide	Lot 5, 17, 18, 21, 23, 26, 27, 28, 29, 30 and 31	Tumbarumba Shire Council
5.	Easement for Underground Powerlines 2 and 5 Wide	Lots 37, 38 and Lot 2 in DP1088037	Country Energy ABN 37 428 185 226
6.	Easement to Drain Water 2.5 Wide	Lots, 24, 42, 45, 50, 51 and 52	Tumbarumba Shire Council
7.	Easement to Drain Water and for Water Supply 3 Wide	Lot 36	Tumbarumba Shire Council
8.	Easement for Multi-Purpose Electrical Installation 5 Wide	Lot 25	Country Energy ABN 37 428 185 226
9.	Restriction on the Use of Land	Lots 1 to 56 inclusive	Lots 1 to 56 inclusive

Handwritten signature/initials

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS FOR PROFITS APRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OR RESTRICTIONS ON THE USE
 OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B CONVEYANCING ACT 1919**

(Sheet 3 of 8 sheets)

DP1104732

Subdivision of the land referred to in Council Clerk's
 Certificate reference subdivision number 12/2006 and dated
 14 September 2006 duly endorsed on the said Plan.

PART 1A (RELEASE)

Number of item shown in the intention panel on the Plan	Identity of easement, profit aprendre, restriction or positive covenant to be released and referred to in the Plan	Burdened lots or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
1.	Easement for Water Supply & Sewage 1.83 Wide Vide DP226655	Lots 1, 2 and 3 in DP863943 and Lot 88 in DP226655	Tumbarumba Shire Council
2.	Easement for Water Supply & Sewage 3.66 Wide Vide DP226655	Lots 1, 2 and 3 in DP863943 and Lot 1 in DP857905	Tumbarumba Shire Council
3.	Easement for Water Supply & Sewage Variable Width Vide DP226655	Lots 1 and 3 in Lots 2 and 3 in DP863943 and Lot 88 in DP226655	Tumbarumba Shire Council

PART 2

1. TERMS OF EASEMENT TO DRAIN WATER 10 WIDE FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Easement to Drain Water as defined in Part 3 of Schedule 4A of the Conveyancing Act 1919.

2. TERMS OF EASEMENT TO DRAIN SEWAGE 2.5 WIDE AND VARIABLE SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Easement to Drain Sewage as defined in Part 4 of Schedule 4A of the Conveyancing Act 1919.

3. TERMS OF EASEMENT TO DRAIN SEWAGE 2.5 WIDE THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

[Handwritten signature]

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS FOR PROFITS APRENDRE
INTENDED TO BE CREATED OR RELEASED AND OR RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919**

(Sheet 4 of 8 sheets)

DP1104732

Subdivision of the land referred to in Council Clerk's
Certificate reference subdivision number 12/2006 and dated
14 September 2006 duly endorsed on the said Plan.

Easement to Drain Sewage as defined in Part 4 of Schedule 4A of the Conveyancing Act 1919.

4. TERMS OF EASEMENT TO DRAIN WATER & SEWAGE 2.5 WIDE FOURTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN

Easement to Drain Water as defined in Part 3 of Schedule 4A of the Conveyancing Act 1919
and Easement to Drain Sewage as defined in Part 4 of Schedule 4A of the Conveyancing
Act 1919.

5. TERMS OF EASEMENT FOR UNDERGROUND POWERLINES 2 AND 5 WIDE
FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Easement for Underground Powerlines as defined in Part B of Memorandum AA26009 the
terms of which are registered at LPI NSW.

6. TERMS OF EASEMENT TO DRAIN WATER 2.5 WIDE SIXTHLY REFERRED TO IN
THE ABOVEMENTIONED PLAN

Easement to Drain Water as defined in Part 3 of Schedule 4A of the Conveyancing Act 1919.

7. TERMS OF EASEMENT TO DRAIN WATER AND FOR WATER SUPPLY 3 WIDE
SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Easement to Drain Water as defined in Part 3 of Schedule 4A of the Conveyancing Act 1919
and Easement for Water Supply as defined in Part 10 of Schedule 4A of the Conveyancing
Act 1919.

8. TERMS OF EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 5
WIDE EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Easement for Multi-Purpose Electrical Installation as defined in Part C of Memorandum
AA26009 the terms of which are registered at LPI NSW.

gfw

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS FOR PROFITS APRENDRE
INTENDED TO BE CREATED OR RELEASED AND OR RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919**

(Sheet 5 of 8 sheets)

DP1104732

Subdivision of the land referred to in Council Clerk's
Certificate reference subdivision number 12/2006 and dated
14 September 2006 duly endorsed on the said Plan.

9. RESTRICTION ON THE USE OF LAND EIGHTLY REFERRED TO IN THE
ABOVEMENTIONED PLAN

1. No temporary structures may be erected on the lot with the exception of those necessary for construction.
2. All temporary structures must be removed on completion of the main dwelling.
3. No Garages, Carports or Out buildings may be erected on any lots burden unless:-
 - (a) they are single storey in height;
 - (b) they are designed and painted to integrate with and complement the style of the main dwelling on each allotment;
 - (c) their roof pitch must match or be similar to the roof pitch of the main dwelling;
 - (d) any carports are to be less than three (3) metres in height; and
 - (e) any freestanding carports are to be erected at the rear of the lots.
4. No goods (including boats, trailers, caravans and the like) may be stored openly on any lot.
5. No incinerator may be placed or used upon any lot burdened or part thereof.
6. No commercial vehicle may be regularly parked on any lot burden unless it is wholly contained within a garage or carport built in compliance with the instrument.
7. No commercial vehicle may be regularly parked on any road or public place within the area delineated in the plan as a road or public place.
8. No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Samanita Developments Pty Limited without the consent of Samanita Developments Pty Limited but such consent shall not be withheld if such fence is to be erected without cost or expense to Samanita Developments Pty Limited provided that this restriction shall remain in force only during such time as Samanita Developments Pty Limited is the registered proprietor of any lot in the plan or any land immediately adjoining the land in the plan.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS FOR PROFITS APRENDRE
INTENDED TO BE CREATED OR RELEASED AND OR RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919**

(Sheet 6 of 8 sheets)

DP1104732

Subdivision of the land referred to in Council Clerk's
Certificate reference subdivision number 12/2006 and dated
14 September 2006 duly endorsed on the said Plan.

9. No fences shall be of the nature to be obtrusive in the overall street scape environment and not be greater in height than 120 centimetres. The colour and scheme of all fencing should be of a nature to blend in with the surrounding landscape environment.
10. For the purposes of clause 6 and 7 "commercial vehicle" means:-
 - (a) any motor vehicle or any trailer (including but not limited to a lorry, utility truck, van or prime mover) which is constructed principally for the conveyance of goods or merchandise or for the conveyance of any kind of material used in any trade, business or industry, or for use in any work or sport whatsoever other than the conveyance of persons; and
 - (b) any motor vehicle fitted or constructed so as to seat more than 8 persons including the driver.

The authority having the power to vary release or modify the Easements firstly, secondly, thirdly, fourthly, sixthly and seventhly referred to in the abovementioned plan is Tumbarumba Shire Council.

The authority having the power to vary, release or modify the easement fifthly and eighthly referred to in the abovementioned plan is Country Energy ABN 37 428 185 226.

The person or persons having the power to vary, release or modify the Restriction on the Use of Land eighthly referred to in the abovementioned plan is the registered proprietors of the lots benefited.

glw

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS FOR PROFITS APRENDRE
INTENDED TO BE CREATED OR RELEASED AND OR RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919**

(Sheet 7 of 8 sheets)

DP1104732

Subdivision of the land referred to in Council Clerk's
Certificate reference subdivision number 12/2006 and dated
14 September 2006 duly endorsed on the said Plan.

Executed in Victoria by BENDIGO BANK LIMITED ABN 11 068
049 178 by being signed by its Attorneys
LEISA GAI YOUNG SHARON AXELBY
who certify that they are the
DISCHARGE OFFICER MANAGER RETAIL LOAN SERVICES
respectively for the time being of the Bank under Power of
Attorney dated 25/08/03 registered in Book 4404 Number 89 in the
presence of:

E. Koch Fountain Court Bendigo
Victoria 3550

SIGNED on behalf of **SAMANITA
DEVELOPMENTS PTY LIMITED**
ACN 096 607 224

J. Armstrong
Witness

Jill Maree Armstrong
Print name of Witness

142 Victoria Rd, Punchbowl.
Address *N.S.W. 2196*

SIGNED BY **TUMBARUMBA SHIRE COUNCIL**
By it's authorised officer in the presence of:

K. Whitehead
Witness

KAY WHITEHEAD

"WARRBROOK" TAMBA 2642
Full Name & Address

Leisa Gai Young
Sharon Axelby
Victoria 3550

L. Brown
GILBERT LAWRENCE BROWN
DIRECTOR

John McDougall Durst
JOHN MCDUGALL DURST
DIRECTOR/SECRETARY

Brent Stephen Livermore
Authorised Officer

Brent Stephen Livermore
559 Batlow Road Tumbarumba 2653

Full Name & Address:

BN

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:

Applicants Ref: TW:KM:P539
Our Ref: PL2020/0507 & ENG2020/0288 (3052280)

Applicant Name Tim Weissel Solicitor
Address 1 PO Box 227
Address 2 CONCORD NSW 2137
E: kim@tweissel.com.au

Certificate Number	56/2020
<u>Subject Property</u>	
Address	2 MAHON PLACE, KHANCOBAN NSW 2642
Legal Description	Lot: 37 DP: 1104732 Parish: Khancoban County: Selwyn
Council Assessment Number	10029189
Area	832.4m ²
Owner	Justin Bartholomew Patane
The Information in this Certificate is true and accurate as at this date	16 July 2020
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?	Snowy Valleys Council Development Control Plan (DCP) 2019.
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.	<p>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.</p> <p>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.</p>
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?	<p>Bushfire Prone Land Yes, the land is bushfire prone.</p> <p>NOTE: Recent changes to Planning for Bushfire Protection require that the bushfire prone land map be amended. The land is not identified as being bushfire prone on the Draft Amended Map at the date of this Certificate.</p>
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 <i>Contaminated Land Management Act 1997</i> 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)?	<p>Council's Bushfire Prone Land map indicates that the land is Bushfire Prone.</p> <p>NOTE: Recent changes to Planning for Bushfire Protection require that the bushfire prone land map be amended. The land is not identified as being bushfire prone on the Draft Amended Map at the date of this Certificate.</p>
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 <u>Trees (Disputes Between Neighbours) Act 2006</u> 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	
<p>If the land is land to which <u>State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004</u> applies:</p> <p>(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:</p> <p style="padding-left: 40px;">(i) the period for which the certificate is current, and</p> <p style="padding-left: 40px;">(ii) that a copy may be obtained from the head office of the Department of Planning, and</p> <p>(b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	<p>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.</p> <p>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.</p>
17: SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE	
<p>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:</p> <p>(a) the period for which the certificate is valid, and</p> <p>(b) that a copy may be obtained from the head office of the Department of Planning.</p>	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	
<p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) that a copy may be obtained from the head office of the Department of Planning.</p> <p>(2) A statement setting out any terms of a kind referred to in clause 17(1) or 37(1) of <u>State Environmental Planning Policy (Affordable Rental Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>	<p>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.</p> <p>Council is not aware of any statement setting out any terms of a kind referred to in clause 17(1) or 37(1) of <u>State Environmental Planning Policy (Affordable Rental Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>
19: PAPER SUBDIVISION INFORMATION	
<p>(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.</p> <p>(2) The date of any subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	<p>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.</p> <p>b) Council is not aware of any subdivision order that applies to the land.</p>
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	
<p>(1) A statement of whether there is any affected building notice of which the Council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>(a) Whether there is any building product rectification order of which the Council is aware that is in force in respect of the land and has not been fully complied with; and</p> <p>(b) Whether any notice of intention to make a building product rectification order of which the Council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this Clause: Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017. Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.</p>	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

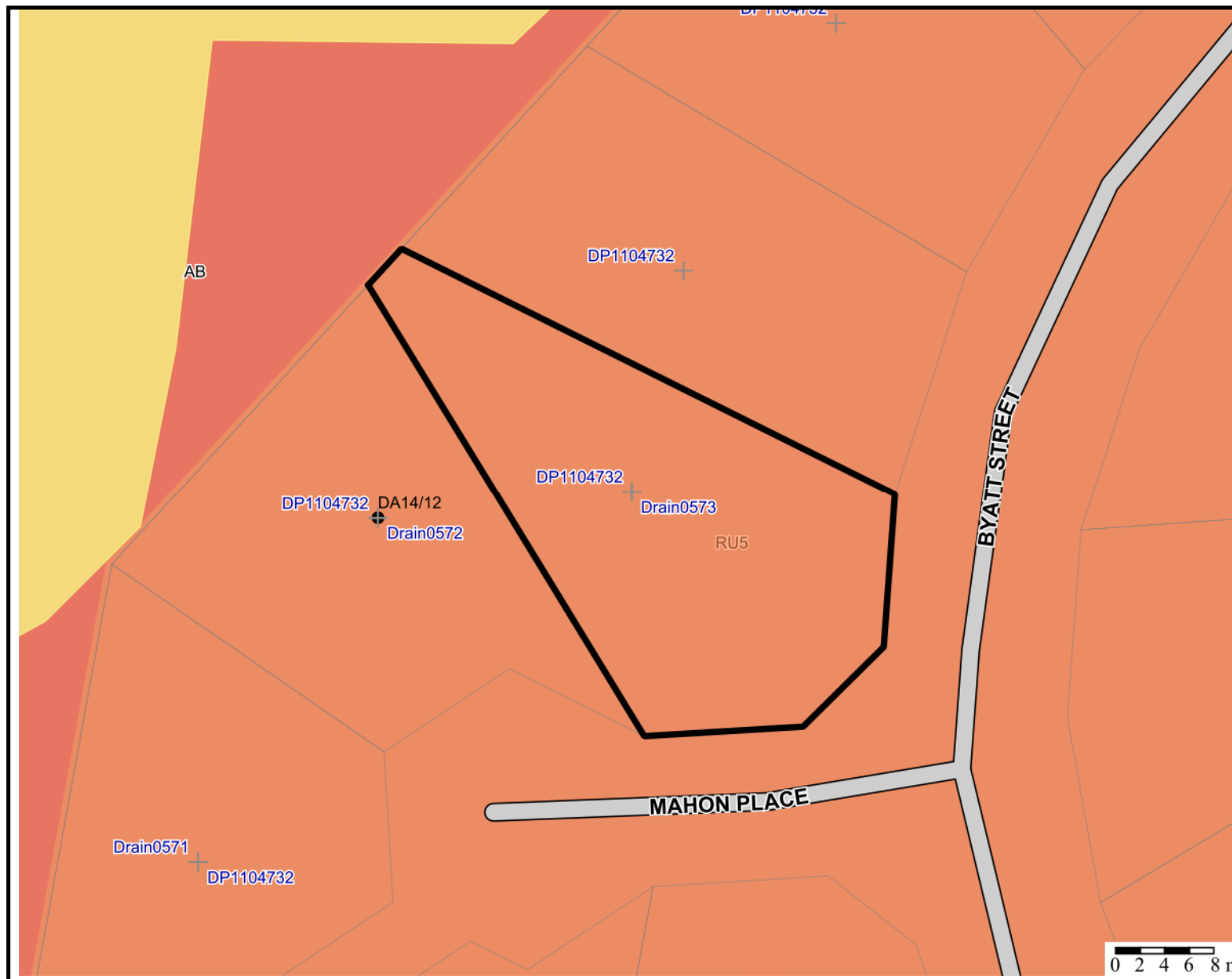
WHAT STATE ENVIRONMENTAL PLANNING POLICIES APPLY TO THE LAND?

- 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



Tumut 2012 & Tumbarumba 2010 LEP

Land Zoning (LZN)	
■	B1 - Neighbourhood Centre
■	B2 - Local Centre
■	B4 - Mixed Use
■	E1 - National Parks and Nature Reserves
■	E3 - Environmental Management
■	IN1 - General Industrial
■	IN2 - Light Industrial
■	R1 - General Residential
■	R2 - Low Density Residential
■	R3 - Medium Density Residential
■	R5 - Large Lot Residential
■	RE1 - Public Recreation
■	RE2 - Private Recreation
■	RU1 - Primary Production
■	RU3 - Forestry
■	RU4 - Primary Production Small Lots
■	RU5 - Village
■	SP1 - Special Activities
■	SP2 - Infrastructure



76 Capper Street
TUMUT NSW 2720
Ph: (02) 6941 2555
Corner Bridge and Winton Streets,
TUMBARUMBA NSW 2653
Ph: (02) 6948 9100
Web: www.snowyvalleys.nsw.gov.au



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Created by: Putland, Kylie

Projection:

Scale: 1:489

Date: 15/07/2020
3:57 PM

Property:
2 Mahon Place, Khancoban
37//1104732

MK:kp
Our Ref:
X Ref:
Your Ref: TW:KM:P539



16 July 2020

Tim Weissel Solicitor
PO Box 227
CONCORD NSW 2137

DRAINAGE DIAGRAM – 2 MAHON PLACE, KHANCOBAN (37//1104732)

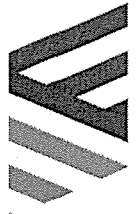
Dear Sir

I refer to your application for a drainage diagram on the abovementioned property. A drainage diagram is not available in this instance.

Yours faithfully

A handwritten signature in black ink, appearing to be "Kylie Putland".

Kylie Putland
DIVISIONAL ADMINISTRATION SUPPORT OFFICER



Leading, Engaging and
Supporting Strong and
Vibrant Communities

P: 1300 ASK SVC (1300 275 782)

Tumut Office
76 Capper Street
Tumut NSW 2720

Tumbarumba Office
Bridge Street
Tumbarumba NSW 2653

E: info@svc.nsw.gov.au www.svc.nsw.gov.au



Revenue

Enquiry ID	3282599
Agent ID	112176669
Issue Date	01 Jul 2020
Correspondence ID	1709399321
Your reference	P539 Patane

SAI GLOBAL PROPERTY DIVISION PTY LTD
GPO Box 5420
SYDNEY NSW 2001

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1104732/37	2 MAHON PL KHANCOBAN 2642	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

Yours sincerely,

Cullen Smythe

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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



landtax@revenue.nsw.gov.au

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