

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	COSTELLO RURAL 64 Hanson Street, Corryong VIC 3707	Phone 0438 127 557 Fax kerry@costellorural.com.au Ref Kez Miller
co-agent vendor	Not applicable SNOWY VALLEYS COUNCIL ABN 53 558 891 887 76 Capper Street, Tumut NSW 2770	
vendor's solicitor	KELL MOORE LAWYERS & CONVEYANCERS 575 Olive Street, Albury NSW 2640	Phone 02 6021 2844 Email ckeogh@kellmoore.com.au Ref LMO:251271
date for completion Land (address, plan details and title reference)	30 th day after the Contract Date (clause 15) 11 Perrott Street, Tumbarumba NSW 2653 being Lot 58 in Deposited Plan No. 1305830 and being the whole of the land in Folio Identifier 58/1305830	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☒ none ☐ other:	
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	☐ air conditioning ☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ blinds ☐ curtains ☐ insect screens ☐ solar panels ☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ stove ☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna ☐ other:
exclusions	
purchaser	
purchaser's solicitor	Phone Email Ref
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify: _____

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

buyer's agent
 deposit ☐ INVESTED ☒ not invested
 guarantor name and address:
 name and address:

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

Choices

Vendor agrees to accept a **deposit-bond** ☒ NO ☐ yes

Nominated **Electronic Lodgment Network (ELN)** (clause 4): PEXA

Manual transaction (clause 30) ☒ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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 details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – 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: **SNOWY VALLEYS COUNCIL**

Supplier's ABN: **53 558 891 887**

Supplier's GST branch number (if applicable): Not applicable

Supplier's business address: **76 Capper Street, Tumut NSW 2720**

Supplier's representative: Cheryl Klein

Supplier's contact phone number: **02 6948 9100**

Supplier's proportion of **GSTRW payment**: \$ (7% of the price)

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): \$ (7% of the price)

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

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

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

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

List of Documents

General ☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off the plan contract ☐ 59 other document relevant to off the plan contract Other ☐ 60
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number
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Execution by vendor

EXECUTED for and on behalf of **SNOWY VALLEYS COUNCIL ABN 53 558 891 887** under delegated authority and in the presence of:

Signature of Witness

Signature of Delegated Council Officer

Name of Witness

Name of Delegated Council Officer

Execution by purchaser

SIGNED by the **PURCHASER**:

Signature of Purchaser

Name of Purchaser

EXECUTED for and on behalf of

(ABN) in accordance with
Section 127(1) of the *Corporations Act 2001*:

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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 and Environment Department of Primary Industries Electricity and gas Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>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' Conveyancing Transaction</i> ;
<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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</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 – • 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 served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
 - 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and *populate* an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

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 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 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 14.6 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 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
 - 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 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
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 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.
 - 30.8 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.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *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 –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 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).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 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.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

Lots 47-65 Snowview Estate, Tumbarumba

ADDITIONAL CLAUSES TO THE CONTRACT

Vendor: **SNOWY VALLEYS COUNCIL ABN 53 558 891 887**

Purchaser: ***

33. STANDARD FORM CONTRACT

33.1 Amendments to standard form contract

The following printed clauses are amended as follows:

- (a) **clause 1:** insert the following additional definitions:

'restricted action means make any objection, requisition, claim for compensation, withhold any money or exercise any right to rescind or terminate this contract or seek to delay completion;';

'including' and similar expressions are not words of limitation.';

- (b) **clause 7.1.1:** replace '5%' with '1%';

- (c) **clause 19:** insert the following additional clause:

'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 2017 (NSW)* is the remedy prescribed by that regulation.';

- (d) **clause 20:** insert the following additional clause:

'20.16 In this contract, unless the context requires otherwise "*in writing*" includes any communication sent by letter, facsimile transmission or email.

- (e) **clauses 28 and 29:** delete.

33.2 Terms defined in printed form contract

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

34. PURCHASERS ACKNOWLEDGEMENT

- 34.1 The purchaser warrants that, unless specifically provided otherwise in this Contract or in any other agreement which refers to the Land, it has not entered into this Contract in reliance on any express or implied statement, representation, promise or warranty, verbal or otherwise, made by the vendor or on its behalf in respect of any matter relating to the Land or which has or may have an effect on the Land, including but not limited to:

- (a) the neighbourhood in which the Land is located; or
- (b) the suitability of the Land for any use or proposed use by the purchaser; or
- (c) the rights and privileges relating to the Land; or
- (d) whether or not any part of the Land contains any Contamination or is in breach of Environmental Laws; or
- (e) any financial return or income or allowance derived or to be derived from the Land.

- 34.2 The purchaser acknowledges that the purchaser, when entering into this Contract, relied exclusively on its own enquiries and the following matters independently of any statements, feasibility statements, forecasts,

inducements or representations made by or on behalf of the vendor (including by any agent or representative acting on behalf of the vendor):

- (a) the inspection of and investigations relating to the Land made by or on behalf of the purchaser;
- (b) the skill and judgment of the purchaser, its consultants and representatives;
- (c) opinions or advice obtained by the purchaser independently of the vendor or of the vendor's agents or employees; and
- (d) all disclosure documents and annexures to this Contract.

34.3 The purchaser further acknowledges that the Land is sold and shall be accepted by the purchaser in its present state of repair and condition including all latent and patent defects and faults and that the purchaser shall not take any restricted action in relation to any or all of the matters aforesaid.

35. STAGED DEVELOPMENT

35.1 The purchaser acknowledges that the subdivision in which the Land is located is to be developed in stages and that after taking occupation upon completion of any building works on the Land there may be other building works continuing or commenced on other lots in the vicinity of the Land as part of the staged development.

35.2 The purchaser may be subjected to inevitable noise and other nuisance during the continuation of those other building works and the purchaser shall not object to or seek to restrain such reasonable activity needed to complete the other building works.

35.3 This clause will not merge on completion.

36. NO EARLY POSSESSION

Despite clause 18, the purchaser must not (or will not be allowed to) take possession of the Land before completion of the Contract.

37. CAPACITY

37.1 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) prior to completion:

- (a) 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
- (b) 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.

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

38. NOTICE TO COMPLETE

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

- (a) 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
- (b) specify a time of day between 11am and 4pm as the time for completion.

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

38.3 The party serving a notice to complete reserves the right to:

- (a) withdraw the notice; and
- (b) issue further notices to complete.

38.4 The purchaser shall pay the vendor's costs of any notice to complete of \$350.00 (plus GST).

39. REAL ESTATE

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty. The vendor's rights under this clause continue after completion.

40. INTEREST

40.1 If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily and compounded on the last day of each calendar month:

- (a) at the rate of 10% per annum; and
- (b) 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.

40.2 Clause 40.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

40.3 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.

41. VENDOR'S DISCRETION

41.1 Nothing in this contract operates to restrict or otherwise affect the unfettered discretion of the vendor in exercising its powers as a public authority under any relevant laws, in relation to the subject matter of this contract or otherwise, including, but not limited to, Council's statutory duty to properly consider any application for an approval in relation to the property that may be submitted to it.

41.2 If there is any conflict between the unfettered discretion of the vendor and the exercise of its powers as a public authority on the one hand, and the satisfaction of performance of the vendor's obligations as vendor under this contract, on the other, the former will prevail.

41.3 Without limiting the purchaser's rights under this contract as against the vendor in that capacity, anything which the vendor does, fails to do or purports to do under its discretion to exercise its powers as a public authority:

- (a) will be deemed not to be an act or omission by the vendor as vendor under this contract; and
- (b) will not entitle the purchaser to make any claim against the vendor under this contract for any costs, losses, expenses or damages.

41.4 The parties agree that the vendor has not given any assurance or made any representation or statement to the purchaser as to how it will or may exercise any of its statutory discretions in relation to any application for an approval relating to the Property or otherwise.

41.5 The parties agree that they have not been induced by the other party to enter into this contract on the basis of

any such assurance, representation or statement under clause 41.4.

42. GUARANTEE

- 42.1 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.
- 42.2 The word guarantor means each director of the purchaser as at the date of this contract.
- 42.3 If each director of the purchaser has not signed this contract as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 42.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- (a) payment of all money payable by the purchaser under this contract; and
 - (b) the performance of all of the purchaser's other obligations under this contract.
- 42.5 The guarantor:
- (a) 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
 - (b) must pay on demand any money due to the vendor under this indemnity.
- 42.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- (a) the performance by the purchaser of its obligations under this contract; and
 - (b) 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.
- 42.7 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.
- 42.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 42.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - (d) 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;
 - (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (f) the winding up of the purchaser.
- 42.10 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.
- 42.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

42.12 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



FOLIO: 58/1305830

SEARCH DATE	TIME	EDITION NO	DATE
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8/9/2025	4:13 PM	1	2/7/2024

LAND

LOT 58 IN DEPOSITED PLAN 1305830
AT TUMBARUMBA
LOCAL GOVERNMENT AREA SNOWY VALLEYS
PARISH OF TUMBARUMBA COUNTY OF SELWYN
TITLE DIAGRAM DP1305830

FIRST SCHEDULE

SNOWY VALLEYS COUNCIL

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AB531357 COVENANT
- 3 DP1110848 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1305830 EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION
2.1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 5 DP1305830 POSITIVE COVENANT

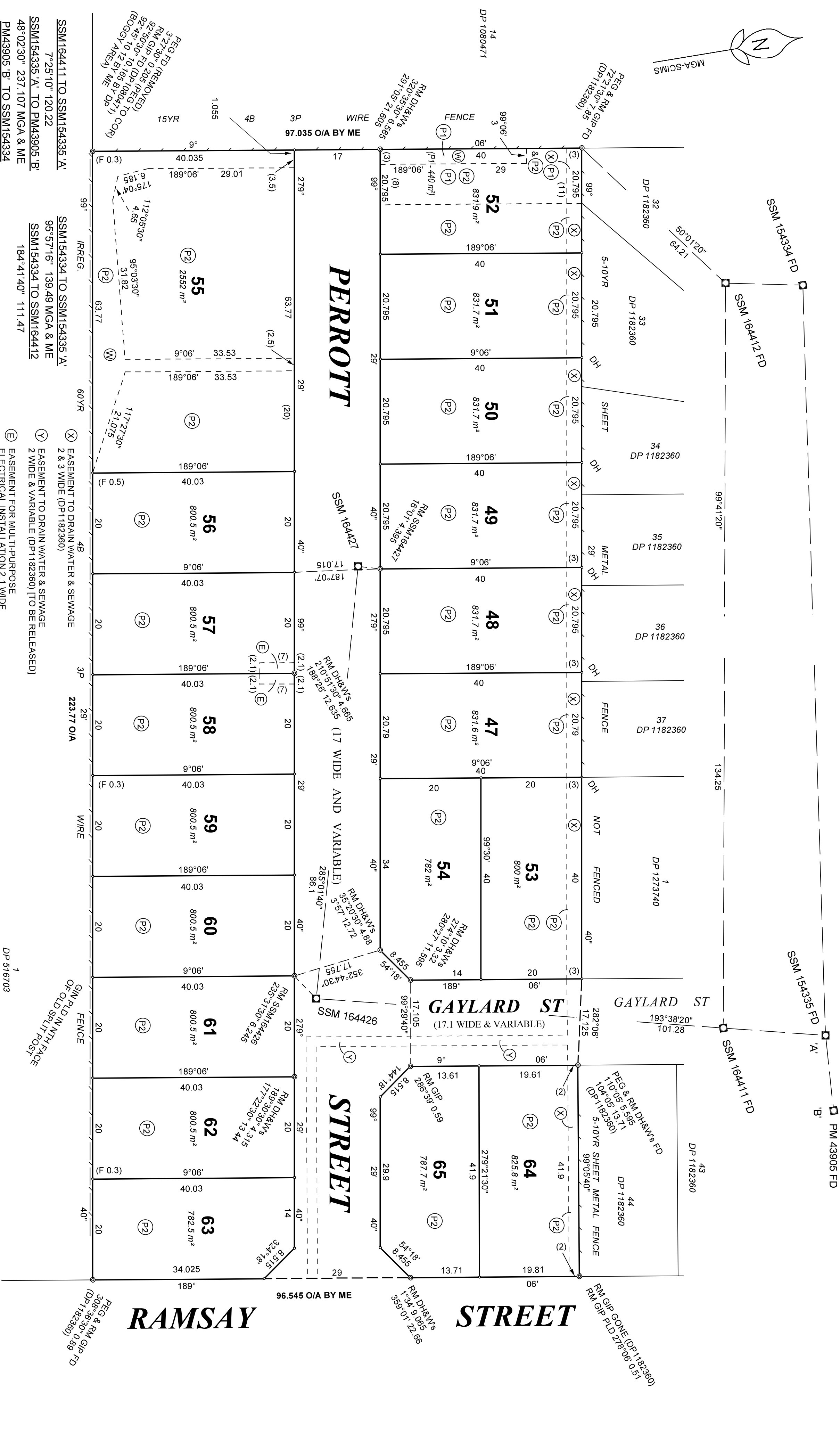
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

251271...

PRINTED ON 8/9/2025



SSM164411 TO SSM154335 'A'
7°25'10" 120.22
SSM154335 'A' TO PM43905 'B'
48°02'30" 237.107 MGA & ME
PM43905 'B' TO SSM154334
245°25'40" 346.428

DATUM 'A' - 'B' HAS BEEN DERIVED FROM SCIMS COORDINATES

MGA-2020 COORDINATES - ZONE 55

MARK	EASTING	NORTHING	AHD	CLASS	PU	METHOD	STATUS
PM43905	1590.627 019	6 040 179.924	-	C	0.03	SCIMS	FD
SSM154334	1590.312 092	6 040 035.926	-	C	0.03	SCIMS	FD
SSM154335	1590.450 771	6 040 021.462	-	C	0.03	SCIMS	FD
SSM164411	1590.435.251	6 039.902.293	-	D	0.05	EDM	FD
SSM164412	1590.302.966	6 039.924.879	-	D	0.05	EDM	FD
SSM164426	1590.411.378	6 039.803.909	-	D	0.05	EDM	PLD
SSM164427	1590.326.253	6 039.826.223	-	D	0.05	EDM	PLD
CSF: 0.999593	MGA DATUM: GDA 2020						DATE: 08.05.2023

Surveyor: Michael Stewart Gray
Date of Survey: 20.09.2023
Surveyor's Ref: 20181.1-SVC

PLAN OF SUBDIVISION
OF LOT 45 DP1182360

LGA: SNOWY VALLEYS
Locality: TUMBARUMBA
Subdivision No.: SC2024/0007



DP1305830

PLAN FORM 6 (2019)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 Sheet(s)
Office Use Only Registered:  02/07/2024 Title System: TORRENS		Office Use Only DP1305830
PLAN OF SUBDIVISION OF LOT 45 DP 1182360		LGA: SNOWY VALLEYS Locality: TUMBARUMBA Parish: TUMBARUMBA County: SELWYN
Survey Certificate I, Michael Stewart Gray..... of Gray Surveyors, 152 Wynyard Street, Tumut NSW 2720..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 20.09.2023, or *(b) The part of the land shown in the plan (*being/*excluding**.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'A' – 'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous. Signature:  Dated: 20.12.23 Surveyor Identification No: 3821..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, Nicholas Wilton, Executive Manager Growth & Development, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Electronic signature affixed by me Nicholas Wilton, Executive Manager Growth & Development on Signature: 8 May 2024  Accreditation number: Consent Authority: Snowy Valleys Council Date of endorsement: 8 May 2024 Subdivision Certificate number: SC2024/0007 File number: 10034882 *Strike through if inapplicable.
Plans used in the preparation of survey/compilation. DP's 516703, 1080471, 1110848, & 1182360.		Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE PERROTT STREET BEING 17 WIDE AND VARIABLE AND GAYLARD STREET BEING 17.1 WIDE AND VARIABLE TO THE PUBLIC AS PUBLIC ROAD
Surveyor's Reference: 20181.1-SVC		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 Sheet(s)

Registered:



02/07/2024

Office Use Only

PLAN OF SUBDIVISION OF
LOT 45 DP 1182360

Subdivision Certificate number: SC2024/0007

Date of Endorsement: 8 May 2024

Office Use Only

DP1305830

This sheet is for the provision of the following information as required:

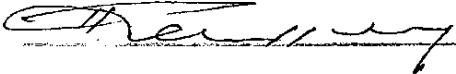
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY	POSTCODE
47	6	PERROTT	STREET	TUMBARUMBA	2653
48	8	PERROTT	STREET	TUMBARUMBA	2653
49	10	PERROTT	STREET	TUMBARUMBA	2653
50	12	PERROTT	STREET	TUMBARUMBA	2653
51	14	PERROTT	STREET	TUMBARUMBA	2653
52	16	PERROTT	STREET	TUMBARUMBA	2653
53	10	GAYLARD	STREET	TUMBARUMBA	2653
54	4	GAYLARD PERROTT	STREET	TUMBARUMBA	2653
55	17	PERROTT	STREET	TUMBARUMBA	2653
56	15	PERROTT	STREET	TUMBARUMBA	2653
57	13	PERROTT	STREET	TUMBARUMBA	2653
58	11	PERROTT	STREET	TUMBARUMBA	2653
59	9	PERROTT	STREET	TUMBARUMBA	2653
60	7	PERROTT	STREET	TUMBARUMBA	2653
61	5	PERROTT	STREET	TUMBARUMBA	2653
62	3	PERROTT	STREET	TUMBARUMBA	2653
63	1	PERROTT	STREET	TUMBARUMBA	2653
64	17	GAYLARD	STREET	TUMBARUMBA	2653
65	2	GAYLARD PERROTT	STREET	TUMBARUMBA	2653

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20181.1-SVC

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 4 Sheet(s)	
Registered:  02/07/2024		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 45 DP 1182360		DP1305830			
Subdivision Certificate number: SC2024/0007 Date of Endorsement: 8 May 2024					
This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.					
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, IT IS INTENDED TO CREATE; 1. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 2.1 WIDE 2. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH 3. RESTRICTION ON THE USE OF LAND 4. POSITIVE COVENANT PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, IT IS INTENDED TO RELEASE; 1. EASEMENT TO DRAIN WATER & SEWAGE 2 WIDE & VARIABLE (DP1182360)					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 20181.1-SVC					

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 Sheet(s)	
Registered:  02/07/2024 Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 45 DP 1182360	DP1305830
Subdivision Certificate number: SC2024/0007 Date of Endorsement: 8 May 2024	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
THE COMMON SEAL OF SNOWY VALLEYS COUNCIL WAS AFFIXED HERETO ON THE EIGHTH DAY OF MAY 2024 IN PURSUANCE OF RESOLUTION N° M186/23 PASSED ON THE TWENTY FIRST DAY OF SEPTEMBER 2023.  STEVEN PINNUCK INTERIM GENERAL MANAGER, SNOWY VALLEYS COUNCIL   IAN CHAFFEY MAYOR, SNOWY VALLEYS COUNCIL	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 20181.1-SVC	

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

DP1305830

Sheet 1 of 5

Plan of Subdivision of Lot 45 in
DP1182360 covered by Council's
Certificate No. SC2024/0007

Full name and address of the owner of the Land: SNOWY VALLEYS COUNCIL
ABN 53 558 891 887
76 Capper Street
Tumut NSW 2770

Part 1 (Creation)

Number of Item show in the intention panel on the plan.	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for multi-purpose electrical installation 2.1 wide	Lots 57 & 58	Essential Energy
2	Easement for drainage of water variable width	Lots 52 & 55	Snowy Valleys Council
3	RESTRICTION ON THE USE OF LAND	Lot 52	Snowy Valleys Council
4	Positive Covenant	Lots 47 to 65 (inclusive)	Snowy Valleys Council

Part 1A (Release)

Number of Item show in the intention panel on the plan.	Identity of easement or profit a prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water & sewage 2 wide & variable DP1182360	Part Lot 45 in DP1182360 being Perrott Street and Gaylard Street	Snowy Valleys Council

M. Bice

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

DP1305830

Sheet 2 of 5

Plan of Subdivision of Lot 45 in
DP1182360 covered by Council's
Certificate No. SC2024/0007

Part 2

1. Terms of easement numbered 1 in the abovementioned Plan

Easement for multi-purpose electrical installation the terms of which are set out in Part C of Memorandum AG189384.

2. Terms of Restriction on the Use of Land numbered 3 in the abovementioned Plan

No dwelling may be constructed within the area marked P1 on the abovementioned Plan unless the dwelling is approved by the NSW Rural Fire Service (RFS) under a separate assessment that includes the appropriate levels of bush fire protection measures (BFPM) for the proposed dwelling to ensure that the dwelling is capable of withstanding the applicable bush fire attack level that is applicable to the chosen asset protection zone (APZ) width from the western boundary of the subject land.

Name of person empowered to release, vary or modify positive covenant numbered 3 to in the abovementioned Plan:

Snowy Valleys Council or its successor or any person duly delegated by it to act on its behalf.

3. Terms of positive covenant numbered 4 in the abovementioned Plan

The proprietor of the lot burdened must in perpetuity manage the whole of the land as an Inner Protection Area in accordance with the requirements of Appendix 4 of *Planning for Bushfire Protection 2019* and must ensure that:

- (a) there is minimal fine fuel at ground level;
- (b) all grass is mowed or grazed frequently;
- (c) trees and shrubs are retained as clumps or islands and do not take up more than 20% of the land;
- (d) trees and shrubs must be located far enough from buildings so that they will not ignite the building;
- (e) garden beds and flammable shrubs are not located under trees or within 10 metres of any windows or doors;
- (f) there are minimal plant species that keep dead material or drop large quantities of ground fuel;
- (g) the tree canopy cover is not more than 15% of the land;
- (h) tree canopies are not located within 2 metres of the any building;

MBice

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

DP1305830

Sheet 3 of 5

Plan of Subdivision of Lot 45 in
DP1182360 covered by Council's
Certificate No. SC2024/0007

- (i) trees are separated by 2-5 metres and do not provide a continuous canopy from the hazard to any building; and
- (j) lower limbs of trees are removed up to a height of 2 metres above the ground.

Name of person empowered to release, vary or modify positive covenant numbered 4 to in the abovementioned Plan:

Snowy Valleys Council or its successor or any person duly delegated by it to act on its behalf.

nbire

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

DP1305830

Sheet 4 of 5

Plan of Subdivision of Lot 45 in
DP1182360 covered by Council's
Certificate No. SC2024/0007

SIGNED by **SNOWY VALLEYS
COUNCIL** by its authorised delegate
pursuant to s. 377 *Local Government Act*
1993:

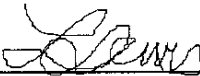
I certify that I am an eligible witness and
that the delegate signed by my presence:



Signature of Authorised Delegate

Nicholas Wilton

Name of Authorised Delegate



Signature of Witness

Linda Lewis

Name of Witness

76 Capper Street, TUMUT NSW 2720

Address of Witness

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF
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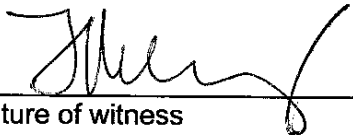
DP1305830

Sheet 5 of 5

Plan of Subdivision of Lot 45 in
DP1182360 covered by Council's
Certificate No. SC2024/0007

EXECUTED BY ESSENTIAL ENERGY

by its duly appointed attorney under
power of attorney Book 4821 No. 80
in the presence of:



Signature of witness

James Kay

Name of witness

8 Butler Street

Address of witness
BA Macquene



Signature of attorney

Melissa Rice

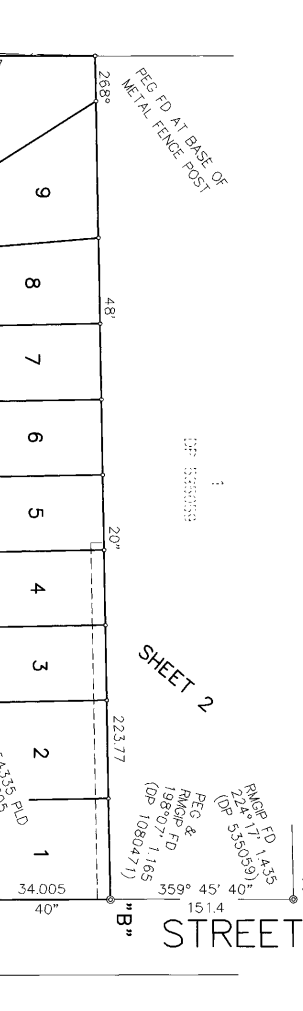
Name and title of attorney
Head of Legal

REGISTERED:



02/07/2024

B. J. Pearson
General Manager
for and on behalf of
Tumbarumba Shire Council
D. J. LOBERT
16/4/2007



Registered
Title System
Purpose
Rel Map
Last Plan
PLAN OF SUBDIVISION OF
LOT 15 DP 1080471

Crown Lands NSW/Western Lands Office Approval
Signature
Date
Office

Subdivision Certificate
I hereby certify that the provisions of a 1991 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed
SUBDIVISION
Insert 'new road', 'addition' or 'transformation' set out herein
Title of Endowment
Date of Endowment
Creation no
Division Certificate no
Adverse whether a mortgage

Surveying Regulation 2006
MGA CO-ORDINATES ZONE 55
MARK
EASTING
NORTHING
CLASS
ORDER
SOURCE: MGA COORDINATES SUPPLIED BY SCMS 22/02/07
COMBINED SCALE/SEA LEVEL FACTOR: 0.9996

Panel for use only for statements of reaction to dedicate public roads, to create public reserves, drainage/reserves, easements, restrictions on the use of land or positive covenants
DISSENT TO SEC 88B OF THE CONVEYANCING ACT, IT IS INTENDED TO CREATE
1. EASEMENT TO DRAIN WATER & SEWAGE 3 WIDE
2. EASEMENT TO DRAIN WATER 3.5 WIDE
3. EASEMENT TO DRAIN SEWER 3 WIDE
4. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.5 WIDE
5. RESTRICTION ON THE USE OF LAND

It is intended to dedicate Burgun Drive being 17 wide & variable and Gaylard Street being 17.1 wide & variable to the public as road

Panel for use only for statements of reaction to dedicate public roads, to create public reserves, drainage/reserves, easements, restrictions on the use of land or positive covenants
DISSENT TO SEC 88B OF THE CONVEYANCING ACT, IT IS INTENDED TO CREATE
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5. RESTRICTION ON THE USE OF LAND

Panel for use only for statements of reaction to dedicate public roads, to create public reserves, drainage/reserves, easements, restrictions on the use of land or positive covenants
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4. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.5 WIDE
5. RESTRICTION ON THE USE OF LAND

Panel for use only for statements of reaction to dedicate public roads, to create public reserves, drainage/reserves, easements, restrictions on the use of land or positive covenants
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3. EASEMENT TO DRAIN SEWER 3 WIDE
4. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.5 WIDE
5. RESTRICTION ON THE USE OF LAND

Panel for use only for statements of reaction to dedicate public roads, to create public reserves, drainage/reserves, easements, restrictions on the use of land or positive covenants
DISSENT TO SEC 88B OF THE CONVEYANCING ACT, IT IS INTENDED TO CREATE
1. EASEMENT TO DRAIN WATER & SEWAGE 3 WIDE
2. EASEMENT TO DRAIN WATER 3.5 WIDE
3. EASEMENT TO DRAIN SEWER 3 WIDE
4. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.5 WIDE
5. RESTRICTION ON THE USE OF LAND



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

(Sheet 1 of 8 Sheets)

DP1110848

Plan of Subdivision of Lot 15 DP1080471
covered by Subdivision Certificate No.
DOI/06 dated 6 March 2007

Full name and address of the owner of the land: TUMBARUMBA SHIRE COUNCIL ABN 95
644 350 020 of Bridge Street,
Tumbarumba NSW 2641

**PART 1
CREATION**

1. **Identity of easement firstly referred to in the plan** Easement to drain water and sewage 3 wide

Schedule of Lots etc affected

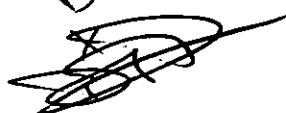
Lots burdened	Lots, name of road or authority benefited
23, 17 and 18 16	Tumbarumba Shire Council

2. **Identity of easement secondly referred to in the plan** Easement to drain water 3.5 wide

Schedule of Lots etc affected

Lots burdened	Lots, name of road or authority benefited
1, 2, 3, 4 and 5.	Tumbarumba Shire Council

3. **Identity of easement thirdly referred to in the plan** Easement to drain sewage 3 wide

DR


BP


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

(Sheet 2 of 8 Sheets)

DP1110848

Plan of Subdivision of Lot 15 DP1080471
covered by Subdivision Certificate No.
DOI/06 dated 6 March 2007

Schedule of Lots etc affected

Lots burdened	Lots, name of road or authority benefited
22	Tumbarumba Shire Council
4. Identity of easement fourthly referred to in the plan	Easement for multi-purpose electrical installation 4.5 wide

Schedule for Lots etc affected

Lots burdened	Lots, name of road or authority benefited
19	Country Energy
5. Identity of easement fifthly referred to in the plan	Restriction on the use of land

Schedule of Lots etc affected

Lots burdened	Lots, name of road or authority benefited
Each Lot	Every other Lot and Tumbarumba Shire Council

**PART 1A
(RELEASES)**

Nil

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

(Sheet 3 of 8 Sheets)

DP1110848

Plan of Subdivision of Lot 15 DP1080471
covered by Subdivision Certificate No.
DOI/06 dated 6 March 2007

PART 2

Full terms of Easement to drain water and sewage 3 wide firstly referred to in the abovementioned plan

The Tumbarumba Shire Council may:

1. drain water (whether rain, storm, spring, soakage, or seepage water) and sewage by means of pipe in any quantities across and through the easement site;
2. use any line of pipes already laid within the easement site for the purpose of draining water and sewage or any pipe or pipes in replacement or in substitution therefore;
3. where no such line of pipes exists, lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the easement site;
4. enter upon the lot burdened (including the easement site) and remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing pipes or any part thereof and for any of the aforesaid purposes to open the soil of the easement site to such extent as may be necessary provided that the Tumbarumba Shire Council will ensure as little disturbance as possible to the surface of the easement site and will restore that surface as nearly as practicable to its original condition.

Full terms of Easement for multi-purpose electrical installation 4.5 wide fourthly referred to in the abovementioned plan

1. Country Energy may:
 - 1.1 install multi purpose equipment within the easement site;
 - 1.2 excavate the easement site to install the multi purpose equipment;
 - 1.3 use the multi purpose equipment for the transmission of electricity, signals, fluids or gasses;

DR


BR


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

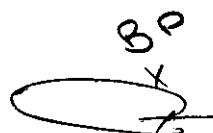
(Sheet 4 of 8 Sheets)

DP1110848

Plan of Subdivision of Lot 15 DP1080471
covered by Subdivision Certificate No.
DOI/06 dated 6 March 2007

- 1.4 enter the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time;
- 1.5 install its own gates, locks, roads, tracks, bridges and other means of access on the lot burdened;
- 1.6 trim or remove any vegetation from the lot burdened that:
 - (a) could destroy, damage or interfere with its multi purpose equipment;
 - (b) could make its multi purpose equipment become a potential cause of bush fire or potential risk to public safety; or
 - (c) could prevent reasonable access to the easement site or the multi purpose equipment, and
- 1.7 remove any unauthorized encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage to the multi purpose equipment by the unauthorized encroachment.
2. In exercising its rights under the easement Country Energy will take all reasonable precautions to minimize disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
3. Country Energy will at all times and at its own expense keep and maintain the multi purpose equipment in a proper and fit state of repair.
4. The registered proprietor of the lot burdened will not:
 - 4.1 place or permit to be placed any services or structure within the easement site;
 - 4.2 alter the surface of the easement site;
 - 4.3 permit to be done anything that restricts access to the easement site by Country Energy; or
 - 4.4 plant or allow to grow vegetation other than low or horizontal

DP


BP


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

(Sheet 5 of 8 Sheets)

DP1110848

Plan of Subdivision of Lot 15 DP1080471
covered by Subdivision Certificate No.
DOI/06 dated 6 March 2007

growing grasses within the easement site,

without the written permission of Country Energy and in accordance
with such conditions as Country Energy may reasonably impose.

5. In this easement the following definitions apply:

5.1 "Country Energy" means Country Energy its successors and
assigns (who may exercise its rights by any persons authorised
by it).

5.2 "Easement Site" means the part of the lot burdened as the
site of an easement for multi purpose electrical reticulation.

5.3 "Fluids" means and includes fluids of any description or kind.

5.4 "Gases" means and includes gases of any description or kind.

5.5 "Install" includes construct, repair, replace, maintain, modify,
use and remove.

5.6 "Multi purpose equipment" means:

(a) above ground mains, wires, cables or other conduit,
transformers (including pole-mounted and
padmounted transformers), substations (including
pole-mounted and padmounted substations),
pumping stations, exchanges, boosters, microwave
dishes, energy collection and/or generation devices
and equipment together with any above ground or
underground ancillary works including service cables
and connecting cables and supports therefore
(including towers and poles); and

(b) underground mains, wires, cables, pipes or other
conduit, transformers (including pole-mounted and
padmounted transformers), substations (including
pole-mounted and padmounted substations),
pumping stations, exchanges, boosters energy
collection and/or generation devices and
equipment and the supports therefore together with
any of the above ground or underground ancillary
works including service cables and connecting
cables and the supports therefore (including towers

D2


BP


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

(Sheet 6 of 8 Sheets)

DP1110848

Plan of Subdivision of Lot 15 DP1080471
covered by Subdivision Certificate No.
DOI/06 dated 6 March 2007

and poles).

- 5.7 "Services" includes overhead and underground telephone, communications, gas, water, sewage and drainage services.
- 5.8 "Signals" means and includes data or signals of any description or kind.
- 5.9 "Structure" includes building wall, retaining wall, carport, and swimming pool but excludes furniture and garden ornament.

And it is hereby declared that the said easement is intended to be an easement in gross under Section 88A of the *Conveyancing Act 1919* and the said easement may be released, varied or modified by Country Energy.

Full terms of Restriction on the use of land fifthly referred to in the abovementioned plan

- 1.1 No dwelling house, residence or building shall be erected or be permitted to remain erected on any lot burdened having external walls of any material other than brick, and/or brick veneer, and/or stone, and/or cement block, and/or Hebel block, and/or cement render, and/or Granosite finish, and/or painted concrete, and/or timber and/or fibrous cement. Timber shall not be used in external walls except as infill panels and shall not exceed 25% of the total area of the external walls. Fibrous cement shall not be used other than in gable ends of external walls.
- 1.2 No dwelling house, residence or building shall be erected or be permitted to remain erected on any lot burdened:
 - (a) with a living area, excluding any garage, carport and patio, of less than 125 square metres provided that the lot burdened comprises in excess of 750 square metres; or
 - (b) of second hand materials.
- 1.3 No driveway shall be constructed or be permitted to remain constructed on any lot burdened other than of Pebblecrete, pebbled or patterned concrete, concrete brick or brick tile paving.



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

(Sheet 7 of 8 Sheets)

DP1110848

Plan of Subdivision of Lot 15 DP1080471
covered by Subdivision Certificate No.
DOI/06 dated 6 March 2007

- 1.4 No fence shall be erected or be permitted to remain erected on the boundaries of any lot burdened other than a fence which is constructed of brick or steel or aluminium sheet the surface of such sheet having had permanently bonded upon it by factory process a non reflective colour.
- 1.5 No fence shall be erected or be permitted to remain erected on any lot burdened to divide it from any adjoining land owned by Tumbarumba Shire Council without the prior written consent of Tumbarumba Shire Council but such consent shall not be withheld if such fence is erected without expense to Tumbarumba Shire Council.
- 1.6 No fence shall be erected or be permitted to remain erected forward of the approved building line on any lot burdened except that such a restriction shall apply only to the primary street frontage in respect of any such lot which is situate on a corner block.
- 1.7 No garden shed or other structure (other than any dwelling house or residence erected on the land) shall be erected or be permitted to remain erected on any lot burdened having a height in excess of 4 metres from natural ground level.
- 1.8 No heavy vehicle usage, maintenance, storage or parking is allowed on the lot burdened other than during any construction stage or removal or transport of goods on a temporary basis, with no motor vehicle above the size of a small ridged vehicle to be parked or accommodated on the lot burdened.

Name of person or authority empowered to release vary or modify the restriction as to user firstly referred to in the Plan

Tumbarumba Shire Council

02


BP


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

(Sheet 8 of 8 Sheets)

DP1110848

Plan of Subdivision of Lot 15 DP1080471
covered by Subdivision Certificate No.
DOI/06 dated 6 March 2007

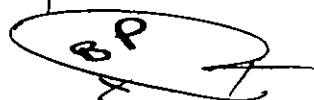
THE SEAL of TUMBARUMBA SHIRE
COUNCIL ABN 95 644 350 020 was
affixed by the Mayor and the
General Manager in accordance
with the delegated authority
given by Council:



Mayor

DAVID J ROBERTSON

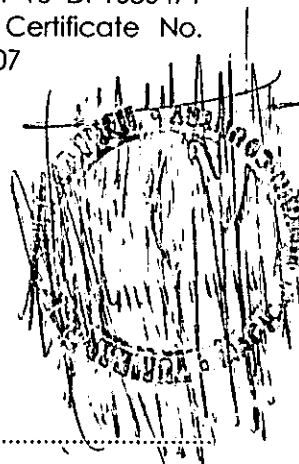
Print Full Name



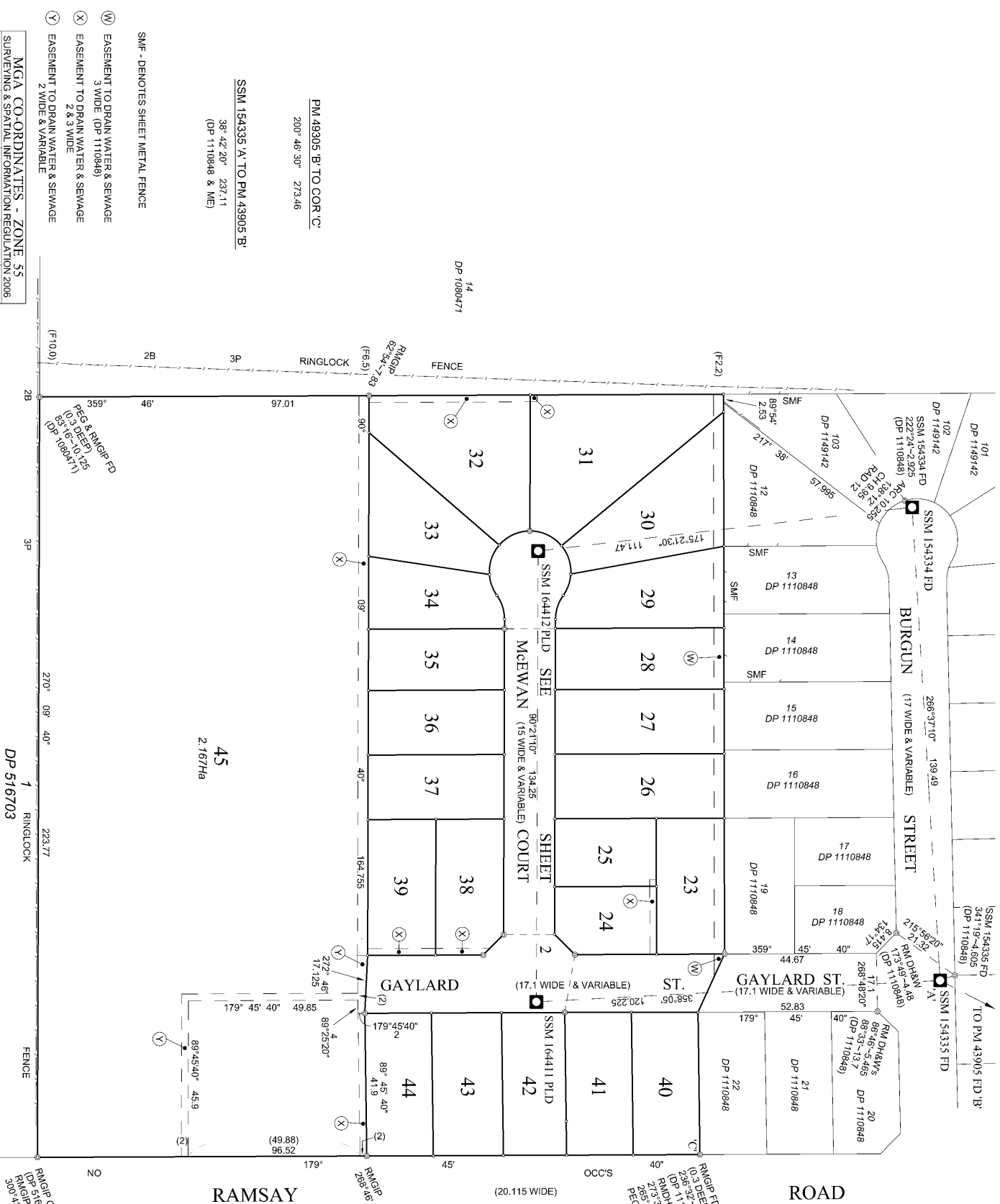
General Manager

BRIAN J PEARSON

Print Full Name



REGISTERED  18/4/2007



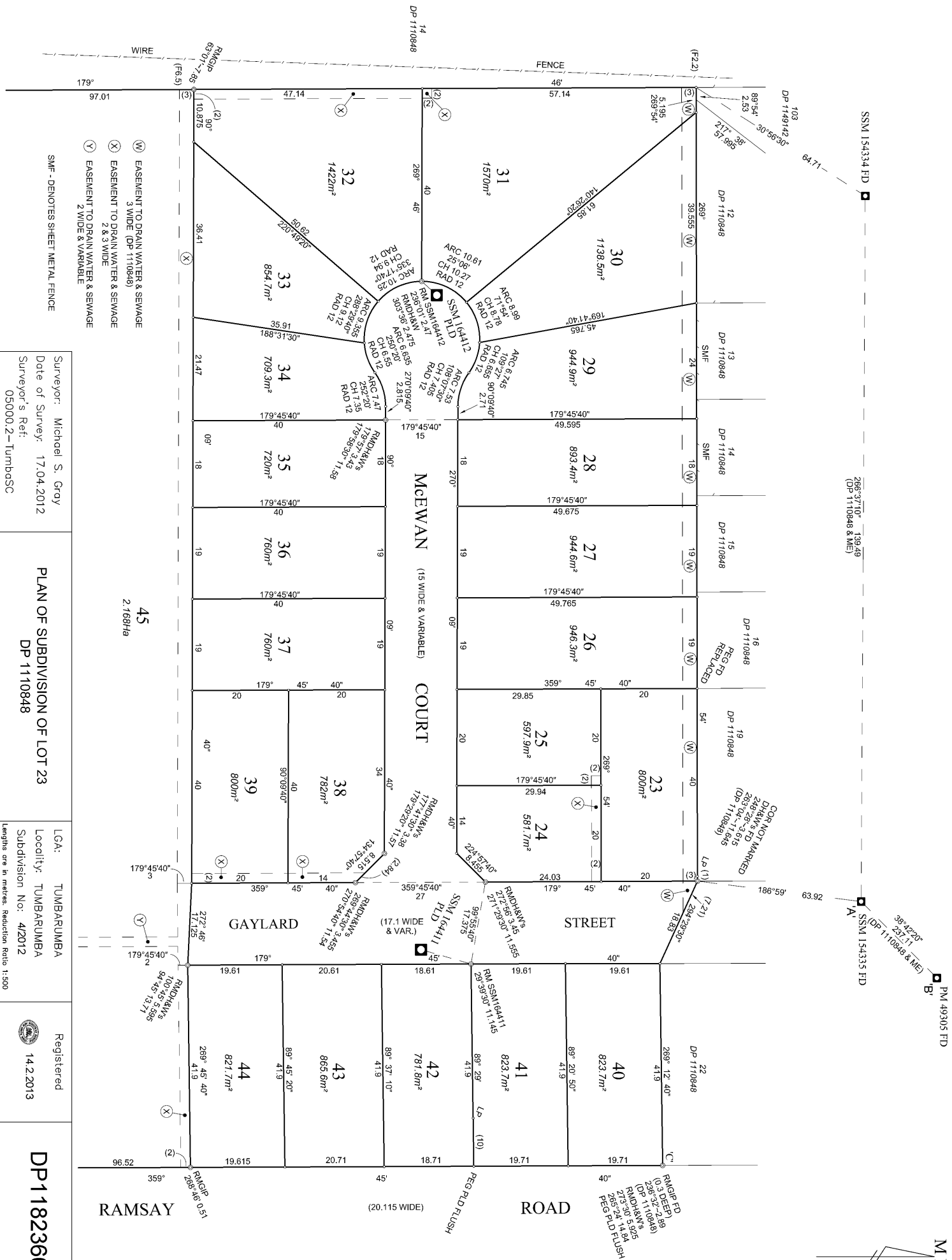
PLAN OF SUBDIVISION OF LOT 23
DP 1110848

Surveyor: Michael S. Gray
Date of Survey: 17.04.2012
Surveyor's Ref: 05000.2-Tumbasc

LGA: TUMBARUMBA
Locality: TUMBARUMBA
Subdivision No: 4/2012

Registered
14.2.2013

DP1182360



- (W) EASEMENT TO DRAIN WATER & SEWAGE 3 WIDE (DP 1110848)
- (X) EASEMENT TO DRAIN WATER & SEWAGE 2 & 3 WIDE
- (Y) EASEMENT TO DRAIN WATER & SEWAGE 2 WIDE & VARIABLE

SMF - DENOTES SHEET METAL FENCE

Surveyor: Michael S. Gray
Date of Survey: 17.04.2012
Surveyor's Ref: 05000.2-Tumbosc

PLAN OF SUBDIVISION OF LOT 23
DP 1110848

LGA: TUMBARUMBA
Locality: TUMBARUMBA
Subdivision No: 4/2012



Registered
14.2.2013

DP1182360

10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm													

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO

CREATE:

1. EASEMENT TO DRAIN WATER & SEWAGE 2 & 3 WIDE
2. EASEMENT TO DRAIN WATER & SEWAGE 2 WIDE & VARIABLE
3. RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO DEDICATE ROAD 15 WIDE AND VARIABLE TO THE PUBLIC AS ROAD.

IT IS INTENDED TO DEDICATE ROAD 17.1 WIDE AND VARIABLE TO THE PUBLIC AS ROAD, SUBJECT TO EASEMENT TO DRAIN WATER AND SEWAGE 3 WIDE VIDE DP1110848.

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
 (Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....

Date:.....

File Number:.....

Office:.....

Subdivision Certificate

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

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

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:TUMBARUMBA SHIRE COUNCIL.....

Date of Endorsement:27/05/12.....

Accreditation no:

Subdivision Certificate no:4/2012.....

File no:DP01/11.....

* Delete whichever is inapplicable.

DP1182360

Registered: 

14.2.2013

Title System:

TORRENS

Purpose:

SUBDIVISION

PLAN OF SUBDIVISION OF LOT 23 DP1110848

LGA: TUMBARUMBA

Locality: TUMBARUMBA

Parish: TUMBARUMBA

County: SELWYN

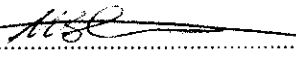
Survey Certificate

Surveying and Spatial Information Regulation, 2006

I, MICHAEL STEWART GRAY.....
 of GRAY SURVEYORS P/L, 56 CAPPER ST, TUMUT.
 a surveyor registered under the *Surveying and Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate,
 has been made in accordance with the *Surveying and Spatial Information Regulation, 2006* and was completed on: 17.04.2012

The survey relates to: Lots 23 to 45 incl., & Connections

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

Signature:  Dated: 24.04.2012

Surveyor registered under the *Surveying and Spatial Information Act, 2002*

Datum Line:.....'A' - 'B'.....

Type: Urban

Plans used in the preparation of survey

DP's 516703 & 1110848.

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 05000.2-TumbaSC

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 23 DP1110848

Office Use Only

DP1182360

Office Use Only

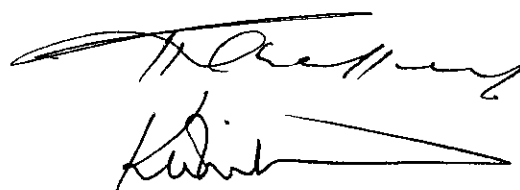
Registered:  14.2.2013

Subdivision Certificate No.: 4/2012

Date of Endorsement: 27/5/12

IAN ROBERT CHAFFEY
MAYOR

KAY LEUWIN WHITEHEAD
GENERAL MANAGER



ePlan

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 4 Sheets)

DP1182360

Subdivision of Lot 23 DP 1110848
covered by Council Clerk's Certificate
No. 4/2012

Full Name & Address of the
Owner of the land:

TUMBARUMBA SHIRE COUNCIL
ABN 95 644 350 020
Bridge Street, Tumbarumba NSW 2653

Part 1 (Creation)

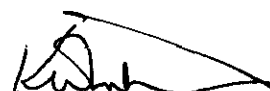
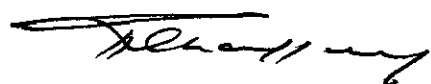
Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdene d lot(s) or parcel(s) :	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water and sewage 2 and 3 wide	24, 25, 31, 32, 38, 39 & 45	Tumbarumba Shire Council
2	Easement to drain water and sewage 2 wide and variable	45	Tumbarumba Shire Council
3	Restriction on the use of land	23 to 44 Inclusive	Every other lot

Part 2 (Terms)

1. **Full terms of Easement firstly and secondly referred to in the abovementioned plan**

The Tumbarumba Shire Council may:

- 1.1 drain water (whether rain, storm, spring, soakage, or seepage water) and sewage by means of pipe in any quantities across and through the easement site;
- 1.2 use any line of pipes already laid within the easement site for the purpose of draining water and sewage or any pipe



ePlan

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 2 of 4 Sheets)

DP1182360

Subdivision of Lot 23 DP 1110848
covered by Council Clerk's Certificate
No. 4/2012

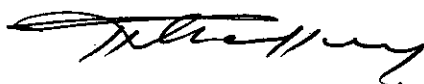
or pipes in replacement or in substitution therefore;

- 1.3 where no such line of pipes exists, lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the easement site;
- 1.4 enter upon the lot burdened (including the easement site) and remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing pipes or any part thereof and for any of the aforesaid purposes to open the soil of the easement site to such extent as may be necessary provided that the Tumbarumba Shire Council will ensure as little disturbance as possible to the surface of the easement site and will restore that surface as nearly as practicable to its original condition.

2. Full terms of Restriction on the use of land thirdly referred to in the abovementioned plan

- 2.1 No dwelling house, residence or building shall be erected or be permitted to remain erected on any lot burdened having external walls of any material other than brick, and/or brick veneer, and/or stone, and/or cement block, and/or Hebel block, and/or cement render, and/or Granosite finish, and/or painted concrete, and/or timber and/or fibrous cement. Timber shall not be used in external walls except as infill panels and shall not exceed 25% of the total area of the external walls. Fibrous cement shall not be used other than in gable ends of external walls.
- 2.2 No dwelling house, residence or building shall be erected or be permitted to remain erected on any lot burdened:
 - (a) with a living area, excluding any garage, carport and patio, of less than 125 square metres provided that the lot burdened comprises in excess of 750 square metres;
 - (b) of second hand materials.
- 2.3 No driveway shall be constructed or be permitted to remain constructed on any lot burdened other than of

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ePlan

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 3 of 4 Sheets)

DP1182360

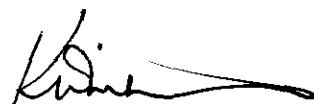
Subdivision of Lot 23 DP 1110848
covered by Council Clerk's Certificate
No. 4/2012

Pebblecrete, pebbled or patterned concrete, concrete brick or brick tile paving.

- 2.4 No fence shall be erected or be permitted to remain erected on the boundaries of any lot burdened other than a fence which is constructed of brick or steel or aluminium sheet the surface of such sheet having had permanently bonded upon it by factory process a non-reflective colour.
- 2.5 No fence shall be erected or be permitted to remain erected on any lot burdened to divide it from any adjoining land owned by Tumbarumba Shire Council without the prior written consent of Tumbarumba Shire Council but such consent shall not be withheld if such fence is erected without expense to Tumbarumba Shire Council.
- 2.6 No fence shall be erected or be permitted to remain erected forward of the approved building line on any lot burdened except that such a restriction shall apply only to the primary street frontage in respect of any such lot which is situate on a corner block.
- 2.7 No garden shed or other structure (other than any dwelling house or residence erected on the land) shall be erected or be permitted to remain erected on any lot burdened having a height in excess of 4 metres from natural ground level.
- 2.8 No heavy vehicle usage, maintenance, storage or parking is allowed on the lot burdened other than during any construction stage or removal or transport of goods on a temporary basis, with no motor vehicle above the size of a small ridged vehicle to be parked or accommodated on the lot burdened.

Name of person or authority empowered to release vary or modify the restriction as to user thirdly referred to in the Plan

Tumbarumba Shire Council



ePlan

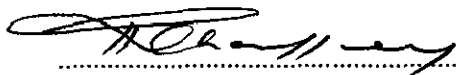
Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 4 of 4 Sheets)

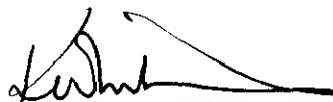
DP1182360

Subdivision of Lot 23 DP 1110848
covered by Council Clerk's Certificate
No. 4/2012

THE SEAL of TUMBARUMBA SHIRE COUNCIL
ABN 95 644 350 020 was affixed in
accordance with Reg 400 Local
Government (General) Regulation 2005
and witnessed by the following persons:



Ian Robert Chaffey
Mayor



Kay Leuwin Whitehead
General Manager

Ref: CMK 161697 /Src: TOV

Release:

www.lpi.nsw.gov.au

**TRANSFER
INCLUDING COVENANTS**New South Wales
Real Property Act 1900**AB531357R**

PRIVACY NOTE: this information is legally required and will become part of the public record

STAMP DUTY

Office of State Revenue use only Office of State Revenue NSW Treasury Client No: 118721 16 VENDOR DUTY ENDORSED Trans No: 2517889	Office of State Revenue NSW Treasury Client No: 1489961 487 Duty: <u>EXEMPT</u> Trans No: 2520933 Asst details: S277
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(A) TORRENS TITLE

①

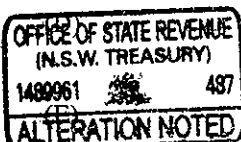
13/1059997 part being 15/1080471

(B) LODGED BY

Delivery Box <u>582W</u>	Name, Address or DX and Telephone SERVICE FIRST REGISTRATION <u>LEIN/23426A</u> DX 189 SYDNEY PH 9233 1314 FAX 9233 2978 <u>MATTHEW/BURGUN</u> Reference:	CODE T
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(C) TRANSFEROR

Graham John BURGUN

The transferor acknowledges receipt of the consideration of \$ 132,000.00

and as regards the land specified above transfers to the transferee an estate in fee simple,

and the ~~TRANSFEROR~~ **TRANSFEE** covenants with the ~~TRANSFEROR~~ **TRANSFEE** as fully set out in schedule 1 hereto.

Encumbrances (if applicable):

(G) TRANSFEREE

940

(E) 13 JUL 2005

TUMBARUMBA SHIRE COUNCIL

TENANCY:

DATE

27 MAY 2005**(I)** I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the Transferor.

Signature of witness:

Signature of Transferor:

Name of witness:

Address of witness:

I. K. DONALD
SOLICITOR
WAGGA WAGGA

The Common Seal of TUMBARUMBA SHIRE COUNCIL was hereunto affixed in the presence of:

Certified for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Mayor:

General Manager:

Print Full Name:
(BLOCK LETTERS)B. J. Pearson
General Manager
for and on behalf of
Tumbarumba Shire Council

Signature:

B. J. PearsonPrint Full Name:
(BLOCK LETTERS)Signatory's name: MACFARLANE
Signatory's capacity: transferee's solicitorALBERT GEORGE MARTIN

Ref:CMK 161697 /Src:T

(J) SCHEDULE 1 TO TRANSFER:

(K) Dated: 22/6/05

From: Graham John BURGUN

To: TUMBARUMBA SHIRE COUNCIL

(L) Land benefited by covenant:

14/1080471

Land burdened by covenant:

15/1080471

(M) Terms of the covenant:

During the ownership of any adjoining land by Graham John Burgun or his assigns (other than purchasers on sale) no fence shall be erected on any part of the land hereby transferred to divide it from any such adjoining land without the consent of Graham John Burgun or his assigns (other than purchasers on sale) and in favour of any person dealing with the registered proprietor of any part of the land hereby transferred from time to time such consent shall be deemed to have been given in respect of any such fence for the time being erected.

(N) Signature of witness:

The Common Seal of TUMBARUMBA SHIRE COUNCIL
was hereunto affixed in the presence of:

Signature of witness:

Mayor: X

Print Full Name: X ALBERT GEORGE MARTIN

Signature of transferor:

Signature of transferee:

General Manager:

Print Full Name: X

B. J. Pearson
General Manager

for and on behalf of
Tumbarumba Shire Council

Planning Certificate

This Planning Certificate is issued under Section 10.7 of the *Environmental Planning and Assessment Act 1979*.

To: Kell Moore Lawyers
PO Box 487
ALBURY NSW 2640

Your Ref: 231627

Fees Paid: \$71.00
Receipt Number:

Date of Issue: 02/09/2025

Certificate Number: PL2025/0376

This certificate relates to: 11 Perrott Street TUMBARUMBA NSW 2653

Legal Description: Lot 58 DP 1305830

Assessment No: 86120

Advice on this certificate: Advice is provided under section 10.7(2): See Items 1-22

IMPORTANT: Please read this certificate carefully.

This Certificate contains important information regarding the land as listed above. The information provided in this Certificate is in accordance with data held by Council in its Geospatial Information System (GIS) and also Tech One Operating System.

Please check for any items which could be inconsistent with the proposed use or development of the land and notify Council immediately should this be the case. If there is anything in this Certificate that you do not understand please contact Council on 1300275782 or alternatively by email at info@svc.nsw.gov.au.

The information provided in this Certificate relates only to the land described above. If you require information regarding adjacent or nearby land or further information regarding Councils Planning and Development Policies for the general area, please contact Council.

All information is considered to be correct as the date of the certificate. However, it is possible that changes may have occurred since this Certificate was issued. If in doubt it is suggested that you apply for another Certificate.

Planning and mapping information can also be sourced from the NSW Planning Portal (www.planningportal.nsw.gov.au) and clicking on the "Find a Property" icon.



Leading, Engaging and
Supporting Strong and
Vibrant Communities

F: 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

Part 1:

ADVICE PROVIDED UNDER SECTION 10.7(2)

Attention: The explanatory notes appearing in italic print within Part 1 are provided to assist in understanding, but do not form part of the advice provided under section 10.7(2).

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

- (1) *The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.*

State Environmental Planning Policies

*State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts Regional) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021*

Local Environmental Plans

Tumbarumba Local Environmental Plan 2010

Development Control Plans

Snowy Valleys Development Control Plan 2024

- (2) *The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.*

Proposed Environmental Planning Instrument

Draft State Environmental Planning Policies

Refer directly to NSW Planning and Environment website (www.planning.nsw.gov.au).

Draft Local Environmental Plans

Nil

Draft Development Control Plan

Nil

- (3) *Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—*

- (a) *it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or*

(b) *for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.*

(4) *In this section—*

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) *the identity of the zone, whether by reference to—*

- (i) *a name, such as “Residential Zone” or “Heritage Area”, or*
- (ii) *a number, such as “Zone No 2 (a)”;*

ZONE R1 – GENERAL RESIDENTIAL

(b) *the purposes for which development in the zone—*

- (i) *may be carried out without development consent, and*
- (ii) *may not be carried out except with development consent, and*
- (iii) *is prohibited,*

What is the name of the zone?	Zone R1 General Residential
What development can be carried out without development consent?	Home occupations
What development cannot be carried out unless development consent has been obtained?	Attached dwellings; Boarding houses; Child care centres; Community facilities; Dwelling houses; Group homes; Hostels; Kiosks; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Shops; Any other development not specified in the boxes immediately above or below.
What development is prohibited?	Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolids treatment facilities; Boat launching ramps; Boat repair facilities; Boat sheds; Bulky goods premises; Business premises; Canal estate developments; Caravan parks; Cemeteries; Charter or tourism boating facilities; Correctional centres; Crematoria; Electricity generating works; Emergency services facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Information and education facilities; Jetties; Landscape and garden supplies; Marinas; Mining; Mortuaries; Office premises; Passenger transport facilities; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Restriction facilities; Retail premises; Rural industries; Rural supplies; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex

	services premises; Storage premises; Timber and building supplies; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water treatment facilities; Wholesale supplies
--	---

(c) *whether additional permitted uses apply to the land,*

There are **no additional permitted uses** that apply to the land.

(d) *whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,*

There are **no development standards** applying to the land that fix minimum land dimensions for the erection of a dwelling house.

(e) *whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,*

The land is **not** identified as being within an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* as at the date of this certificate.

(f) *whether the land is in a conservation area, however described,*

The land is **not** located within a conservation area.

(g) *whether an item of environmental heritage, however described, is located on the land.*

The land is **not** identified as containing an item of environmental heritage under the *Tumbarumba Local Environmental Plan 2010*.

3 CONTRIBUTIONS PLANS

(1) *The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.*

- Snowy Valleys Section 7.12 Development Contributions Plan 2024

Note—

There are also Developer Servicing Plans that may apply to the land that include water, sewer and stormwater contributions.

(2) *If the land is in a special contributions area under the Act, Division 7.1, the name of the area.*

Not applicable.

4 COMPLYING DEVELOPMENT

(1) *If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.*

(2) *If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*

- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—*
- (a) *a restriction applies to the land, but it may not apply to all of the land, and*
 - (b) *the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*
- (4) *If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.*

Housing Code

In accordance with Clause 3D.1 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Housing Code **does not** apply to the land as the Inland Code applies.

Rural Housing Code

In accordance with Clause 3D.1 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Rural Housing Code **does not** apply to the land as the Inland Code applies.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land.

Greenfield Housing Code

The Greenfield Housing Code **does not** apply as the land is not within a "Greenfield Housing Code Area".

Inland Code

Complying development under the Inland Code **may** be carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Industrial and Business Alterations Code

Complying development under the Industrial and Business Alterations Code **may** be carried out on the land.

Industrial and Business Buildings Code

Complying development under the Industrial and Business Buildings Code **may** be carried out on the land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code **may** be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code **may** be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code **may** be carried out on the land.

5 EXEMPT DEVELOPMENT

- (1) *If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.*
- (2) *If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*
- (3) *If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—*
 - (a) *a restriction applies to the land, but it may not apply to all of the land, and*
 - (b) *the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.*
- (4) *If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.*

Exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* **may** be carried out on the land.

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) *Whether the council is aware that—*
 - (a) *an affected building notice is in force in relation to the land, or*
 - (b) *a building product rectification order is in force in relation to the land that has not been fully complied with, or*
 - (c) *a notice of intention to make a building product rectification order given in relation to the land is outstanding.*
- (2) *In this section—*

affected building notice has the same meaning as in the *Building Products (Safety) Act 2017, Part 4.*

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017.*

Council **is not** aware of any notice or order under the *Building Products (Safety) Act 2017*.

7 LAND RESERVED FOR ACQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

The land is **not** subject to any provision under an environmental planning instrument or proposed environmental planning instrument that provides for its acquisition by an authority of the State, as referred to in Section 3.15 of the *Environmental Planning and Assessment Act 1979*.

8 ROAD WIDENING AND ROAD REALIGNMENT

Whether the land is affected by road widening or road realignment under—

- (a) *the Roads Act 1993, Part 3, Division 2, or*
- (b) *an environmental planning instrument, or*
- (c) *a resolution of the council.*

The land is **not** affected by road widening or road realignment under:

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

9 FLOOD RELATED DEVELOPMENT CONTROLS

- (1) *If the land or part of the land is within the flood planning area and subject to flood related development controls.*

The land **IS NOT** within the flood planning area and subject to flood related development controls.

- (2) *If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.*

Note: Council does not possess any flood mapping that includes the “probable maximum flood” level. Should you have any specific flood related question, please contact Council.

- (3) *In this section—*

flood planning area has the same meaning as in the *Flood Risk Management Manual*.

Flood Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023

probable maximum flood has the same meaning as in the *Flood Risk Management Manual*.

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

- (1) *Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.*

- (2) *In this section—*

adopted policy means a policy adopted—

- (a) *by the council, or*
- (b) *by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.*

Council is **not aware** of any adopted policy that restricts the development of the land due to the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

11 BUSH FIRE PRONE LAND

- (1) *If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.*
- (2) *If none of the land is bush fire prone land, a statement to that effect.*

None of the land is mapped as bush fire prone land.

12 LOOSE-FILL ASBESTOS INSULATION

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

Council is **not aware** that the land includes any residential premises that are listed on the Register of residential premises affected by loose-fill asbestos insulation, as maintained under Part 8, Division 1A of the *Home Building Act 1989*.

13 MINE SUBSIDENCE

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

The land is **not** declared to be within a Mine Subsidence District under the *Coal Mine Subsidence Compensation Act 2017*.

14 PAPER SUBDIVISION INFORMATION

- (1) *The name of a development plan adopted by a relevant authority that—*
 - (a) *applies to the land, or*
 - (b) *is proposed to be subject to a ballot.*
- (2) *The date of a subdivision order that applies to the land.*
- (3) *Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.*

There is **no development plan** adopted by a relevant authority that applies to the land, nor is the land subject to a proposed ballot under Schedule 7 of the *Environmental Planning and Assessment Act 1979*.

There is **no subdivision order** that applies to the land under Part 16C of the *Environmental Planning and Assessment Regulation 2021*.

15 PROPERTY VEGETATION PLANS

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

Council has **not been notified** of any property vegetation plan that is approved and in force in relation to the land under Part 4 of the *Native Vegetation Act 2003*.

16 BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

Note—

Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.

Council **has not** been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement made under Part 5 of the *Biodiversity Conservation Act 2016*.

17 BIODIVERSITY CERTIFIED LAND

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

Note—

Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

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

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

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

19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

(1) *If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.*

(2) *In this section—*

existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

Not applicable.

20 STATE ENVIRONMENTAL PLANNING POLICY (PRECINCTS—WESTERN PARKLAND CITY) 2021

Whether under State Environmental Planning Policy (Precincts – Western Parkland City) 2021 the land is—

- (a) *in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or*
- (b) *shown on the Lighting Intensity and Wind Shear Map, or*
- (c) *shown on the Obstacle Limitation Surface Map, or*
- (d) *in the “public safety area” on the Public Safety Area Map, or*
- (e) *in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.*

NOT APPLICABLE

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).

NO DEVELOPMENT CONSENT HAS BEEN GRANTED.

22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- (1) *Whether there is a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—*
 - (a) *the period for which the certificate is current, and*
 - (b) *that a copy may be obtained from the Department.*
- (2) *If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).*
- (3) *Any conditions of a development consent in relation to land that are of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).*
- (4) *In this section—*
former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Council has **NO** record of a current or former site compatibility certificate.

There is **NO** development consent applying to the land with respect to *State Environmental Planning Policy (Housing) 2021*.

There is **NO** development consent applying to the land with respect to *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23 WATER OR SEWERAGE SERVICES

If water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the [Water Industry Competition Act 2006](#) is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property.

Outstanding charges for water or sewerage services provided under the [Water Industry Competition Act 2006](#) become the responsibility of the purchaser.

Water and/or sewerage services to the land are not provided under a licence issued in accordance with the Water Industry Competition Act 2006.

Note—

This statement does not imply that water and sewerage services are not provided to the land. Rather, it indicates that such services are, or will be, provided by a licensed operator under the *Water Industry Competition Act 2006*, instead of (or in addition to) traditional public utilities.

24 SPECIAL ENTERTAINMENT PRECINCTS

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

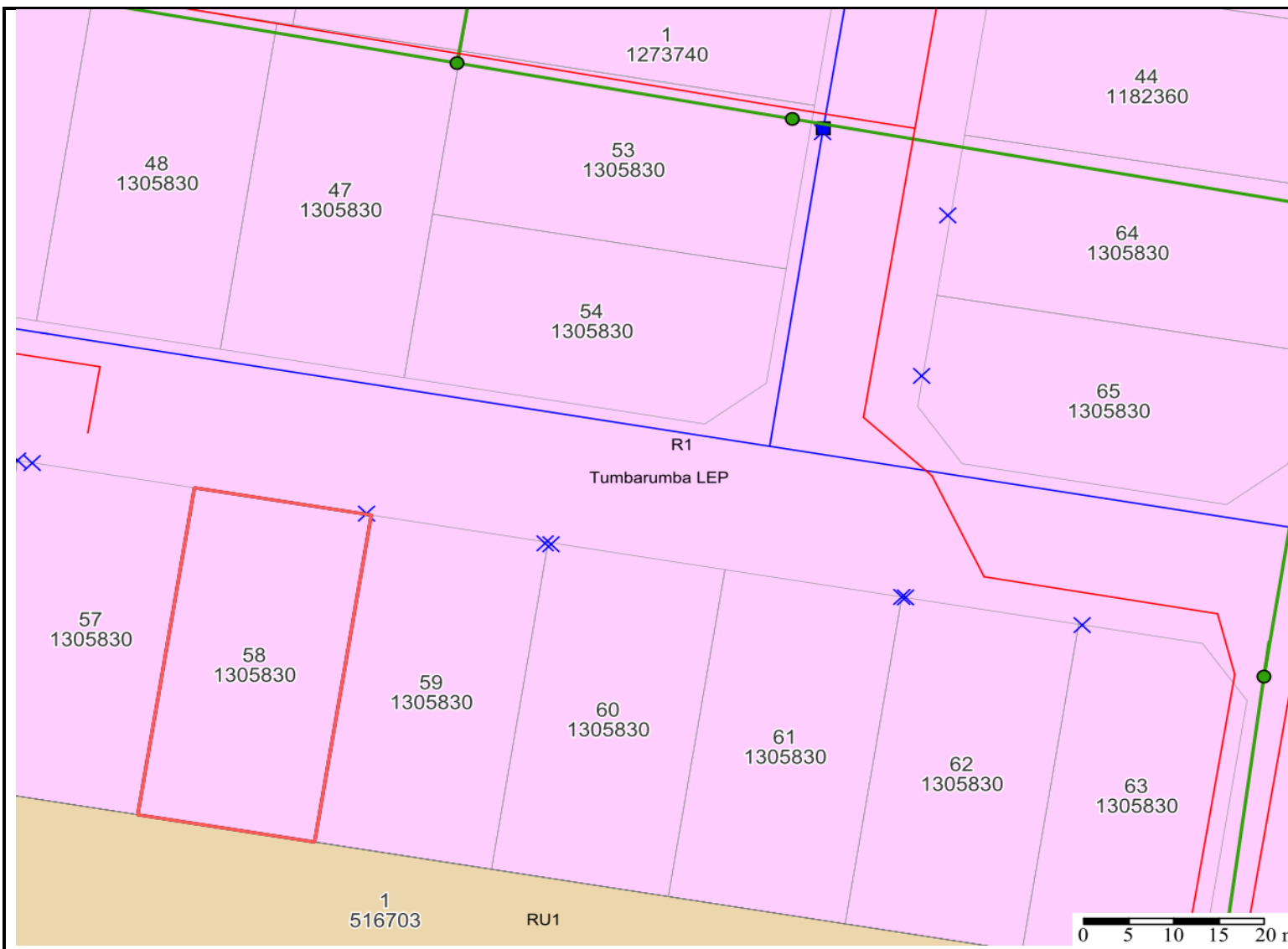
The land is **not** within a special entertainment precinct.



For General Manager

Any request for further information in connection with the above should be marked to the attention of:

Anthony Daintith – Acting Manager Growth & Development
Telephone Number: (1300 275782)
Email: info@svc.nsw.gov.au



Land Information

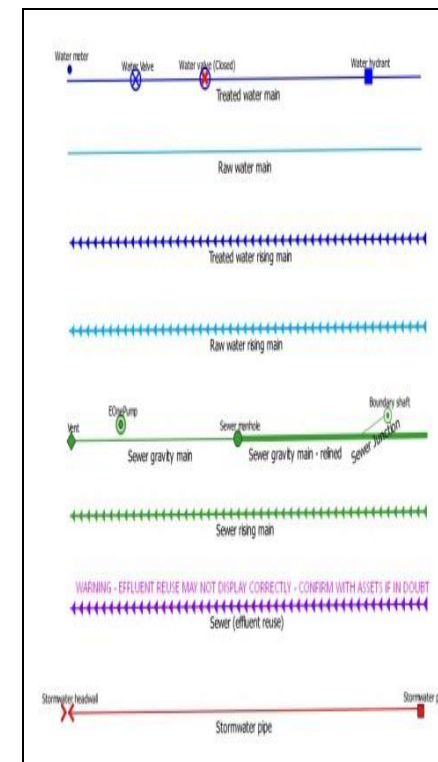
Lot 58

DP 1305830

Property Information

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Created by: Fiona Delany

Projection: GDA94 / MGA zone 55

Scale: 1:707

Date: 02/09/2025
5:00 PM

Sewer Diagram
ENG2025/0222
Please Note: A drainage
diagram for this property is
not available