Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**ELDERS REAL ESTATE GOULBURN** 88 Hume Street Goulburn, NSW, 2580 Email: ray.croker2@elders.com.au	phone (02) 4824 4400 fax ref
co-agent	Not Applicable	phone fax ref
vendor	**IMT AUSTRALIA GROUP PTY LTD** (ACN 612 013 706) 7 Springdale Close, Blackbutt, NSW, 2529	
vendor's solicitor	**HEARD MCEWAN LEGAL** 91 Crown Street, Wollongong NSW 2500 PO Box 882, Wollongong NSW 2520 email: property@heardmcewan.com.au	phone (02) 4254 5222 fax ref PPF:ANN:411556
date of completion	42nd day after the contract date (clause 15)	
Land (address, plan details and title reference)	**LOT 83 NORWOOD ROAD, MIDDLE ARM NSW 2580** Registered Plan: Lot 83 in Deposited Plan 750045 **Folio Identifier 83/750045**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Vacant Land	
attached copies	☒ documents in the List of Documents as marked or numbered: ☐ other documents:	

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

inclusions	☐ 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 ☐ conveyancer	email:		phone fax ref	
price	$			
deposit	$		(10% of the price, unless otherwise stated)	
balance	$			
contract date			(if not stated, the date this contract was made)	

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares

~~**GST AMOUNT** (optional) The price includes GST of $~~

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
Signed by ______________________________ Vendor ______________________________ Vendor	**Signed** by ______________________________ Purchaser ______________________________ Purchaser
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Signed by ___________________________ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: ________________________ ________________________ Signature of authorised person Signature of authorised person ________________________ ________________________ Name of authorised person Name of authorised person ________________________ ________________________ Office held Office held	**Signed** by ___________________________ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: ________________________ ________________________ Signature of authorised person Signature of authorised person ________________________ ________________________ Name of authorised person Name of authorised person ________________________ ________________________ Office held Office held

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):

Parties agree that the deposit be invested (clause 2.9) ☒ NO ☐ yes

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

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

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

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

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

Purchaser must make an *GSTRW payment:* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further 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) – further details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

General
- ☒ 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 that is 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 sewerage lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit ἀ prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 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 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989
- ☐ 25 insurance certificate
- ☐ 26 brochure and 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 documents relevant to off the plan contract

Other
- ☐ 60 Other: Not Applicable

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

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

requisition an objection, question or requisition (but the term does not include a claim);
rescind rescind this contract from the beginning;
serve serve in writing on the other *party*;
settlement cheque an unendorsed *cheque* made payable to the person to be paid and –
- issued by a *bank* and drawn on itself; or
- if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;

solicitor in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act Taxation Administration Act 1953;
terminate terminate this contract for breach;
title data the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation a variation made under s14-235 of Schedule 1 to the *TA Act*;
within in relation to a period, at any time before or during the period; and
work order a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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 earnt 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.

Additional Provisions

33. Alterations to Printed Form

Clause 7.1.1 is amended by deleting the words "5% of the price" and inserting "1% of the price" in their place.

34. Agent Indemnity

The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the property by any real estate agent or agency other than the agent or agency nominated in this Contract and hereby agrees to indemnify the Vendor against any claim by any real estate agent or agency due to the Purchaser's breach or alleged breach of this warranty to the intent that all damages, costs and expenses on a Solicitor and Client basis which may be incurred by the Vendor in respect of any such claim or alleged claim shall be paid by the Purchaser to the Vendor. This clause shall not merge upon completion.

35. Notice to Complete

(a) In the event the Purchaser fails to complete this Contract in accordance with its terms, the Vendor can serve a notice to require the Purchaser to complete within not less than fourteen (14) days after service of the notice and to make the time for doing so essential.

(b) The period referred to in this clause is deemed reasonable for all purposes.

(c) The notice may be withdrawn by the Vendor who may issue a further such notice (or notices).

36. Delayed Completion

If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money:-

(a) an amount calculated as eight per cent (8%) per annum interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed; and

(b) (if the Vendor has served upon the Purchaser a Notice to Complete) the sum of three hundred and thirty dollars ($330.00) to cover legal costs and other expenses incurred as a consequence, to be allowed by the Purchaser as an additional adjustment on completion;

It is agreed between the parties that the above interest calculation is a genuine pre-estimate of the damages that would be suffered by the Vendor should the Purchaser not complete this purchase by the completion date.

37. Condition of the Property

Before signing this Contract, the Purchaser acknowledges that:

(a) He/She/They/It (as the case may be) has had an opportunity to inspect the property; and

(b) accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.

38. Termination and Rescission

If a party to this Contract is an individual who, before completion:

(a) dies; or

(b) becomes incapable of managing its own affairs due to unsoundness of mind,

then either party may rescind this Contract and the provisions of clause 19 shall apply.

39. Cooling Off Period

(a) When the Purchaser requests the Vendor to extend any cooling-off period, it is an essential term that on completion of this Contract the Purchaser shall pay to the Vendor the sum of $220.00 inclusive of GST for each extension requested, in order to reimburse the Vendor for the additional legal costs incurred by the Vendor in connection with the request for the extension of the cooling-off period, whether or not the Vendor agrees with the request.

(b) Where the Purchaser rescinds this Contract pursuant to the cooling-off period legislation, a certified copy of this contract provision submitted to the deposit holder shall be sufficient authority for the deposit holder to release this amount from any deposit held by the deposit holder intended to be refunded to the Purchaser.

40. Payment of Deposit

(a) The Purchaser must pay the full 10% deposit either as to the full amount on or before the making of this Contract except where the Vendor has agreed to accept a lesser sum to be paid on or before the making of this Contract in which event the balance of the 10% deposit is to be paid on or before the date for completion or on demand by the Vendor (but with the Vendor only being entitled to make a demand for payment of the balance of the deposit if the Purchaser is in default in an essential respect of obligations under the terms of this Contract).

(b) If the Purchaser fails to pay any balance of deposit after demand or if the Vendor is entitled to keep or recover the deposit then the Vendor may recover the balance of the deposit as a liquidated debt.

41. Director Guarantee

(a) For the purposes of this clause, if the Purchaser is a company, wherever it appears within the clause the word “Guarantor” means the Director of the Company or (if more than one) all Directors of the Company (jointly and severally) if they have executed this Contract on behalf of the Purchaser.

(b) By his or her execution of this Contract on behalf of the Purchaser any such Director is deemed to have given this Guarantee.

(c) i. The Guarantor has requested the Vendor to enter into this Contract with the Purchaser and the Vendor does so in consideration of this Guarantee and Indemnity;

ii. The Guarantor acknowledges that he/she has been given a copy of this Contract and has had full opportunity to consider its provisions before entering into this Guarantee and Indemnity;

(d) The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in this Contract. If the obligation is to pay money, the Vendor may immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.

(e) If the Purchaser is not bound by some or all of its obligations under this Contract, the Guarantor agrees, by way of indemnity and principal obligation, to pay to the Vendor the amount which would have been payable by the Guarantor to the Vendor under this Guarantee had the Purchaser been bound.

(f) This Guarantee and Indemnity is a continuing security and is not discharged or prejudicially affected by any settlement of accounts, but remains in full force until a final release is given by the Vendor.

(g) The Guarantor's liability is not affected by:

i the granting of time, forbearance or other concession by the Vendor to the Purchaser or any Guarantor;

ii any delay or failure by the Vendor to take action against the Purchaser or any Guarantor;

iii an absolute or partial release of the Purchaser or any Guarantor or a compromise with the Purchaser or any Guarantor;

iv a variation, novation, renewal or assignment of this Contract by the Vendor, whether or not this increases the liability of the Purchaser or the liability of the Guarantor under this Contract;

v the termination of this Contract;

vi the fact that this Contract is wholly or partially void, voidable or unenforceable;

vii the unenforceability of the Guarantee or Indemnity against one or more of the Guarantors; or

viii the exercise or purported exercise by the Vendor of its rights under this Contract.

(h) The Guarantor's liability is not discharged by a payment to the Vendor which is later avoided by law. If that happens, the Vendor, the Purchaser and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.

(i) If a liquidator or trustee in bankruptcy disclaims this Contract, the Guarantor still indemnifies the Vendor against any resulting loss.

(j) Until the Vendor has received all money payable to it by the Purchaser:

i the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Purchaser; and

ii the Guarantor must hold any claim it has and any dividend it receives on trust for the Vendor.

(k) Until the Guarantor's liability under this Contract is discharged, the Guarantor may not, without the consent of the Vendor:

i claim the benefit or seek the transfer (in whole or in part) of any other Guarantee, Indemnity of Security held or taken by the Vendor;

ii make a claim or enforce a right against the Purchaser or any other guarantor or against the estate of any of the property of any of them (except for the benefit of the Vendor);

iii raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this Guarantee and Indemnity.

(l) i. the Guarantor agrees to pay or reimburse the Vendor on demand for costs, charges and expenses of making, enforcing and doing anything in connection with this Guarantee and Indemnity, including all costs actually payable by the Vendor to its legal representatives and all taxes (except income tax) which are payable in connection with this Guarantee and Indemnity or any payment, receipt or other transaction contemplated by it;

ii. money paid to the Vendor by the Guarantor must be applied first against payment of costs, charges and expenses and then against any other obligations under this Guarantee and Indemnity.

(m) If the Vendor assigns its rights under this Contract, the benefit of the Guarantee and Indemnity extends to the assignee and continues concurrently for the benefit of the Vendor regardless of the assignment unless the Vendor releases the Guarantor in writing.

42. Errors in Adjustment of Outgoings

Each party to this Contract agrees that if on completion any apportionment of outgoings required to be made under this Contract is overlooked or incorrectly calculated, any party upon being so requested by the other party shall make the correct calculation and pay such amount to the other party as shown by such calculation to be payable within seven business days of receipt of such notice of the error provided that such notice is issued within six months from the date of completion after which no party shall be entitled to serve notice on the other pursuant to this clause. This clause shall not merge on completion.

43. Service of Notices

(a) Notwithstanding any other provision of this Contract any document or notice is also served on a party if an electronic copy of the document or notice is transmitted to the email address of that party's Solicitor or Conveyancer.

(b) The electronic address of a party's Solicitor or Conveyancer is any email address published or displayed on letterhead and email communications sent by that Solicitor or Conveyancer to the other party's Solicitor during the course of the transaction the subject of this Contract.

(c) Such service shall be taken to have been delivered in accordance with the terms of *Electronic Transactions Act 2000* Schedule 1 Clause 13.

Information Provided Through
Triconvey2 (Reseller)
Ph. 1300 064 452

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 83/750045

SEARCH DATE	TIME	EDITION NO	DATE
12/8/2025	10:46 AM	12	31/5/2024

LAND

LOT 83 IN DEPOSITED PLAN 750045
LOCAL GOVERNMENT AREA GOULBURN MULWAREE
PARISH OF RHYANA   COUNTY OF ARGYLE
(FORMERLY KNOWN AS PORTION 83)
TITLE DIAGRAM CROWN PLAN 563.1876

FIRST SCHEDULE

IMT AUSTRALIA GROUP PTY LTD (T AR641765)

SECOND SCHEDULE (2 NOTIFICATIONS)

1   LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2   AU120423 MORTGAGE TO ASSURITY MORTGAGES PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

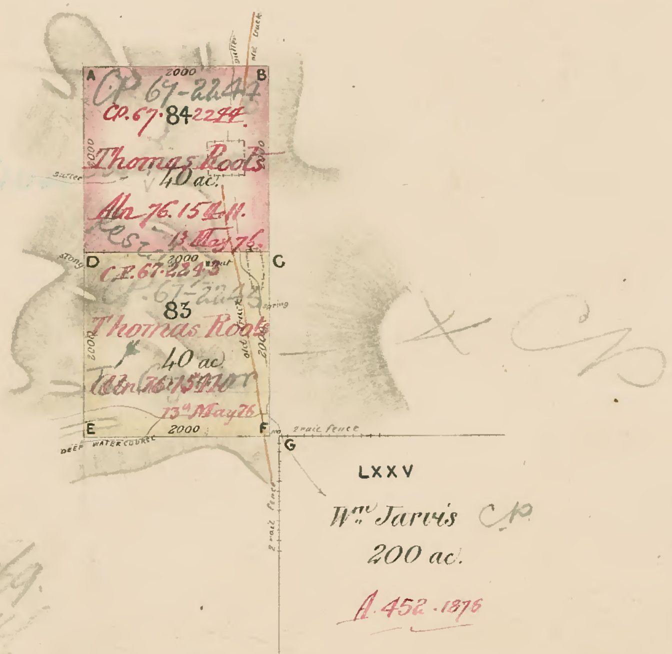
*** END OF SEARCH ***

Received: 12/08/2025 10:46:22

Goulburn

Plan of 2 portions of land each containing 40 acres numbered 83 and 84
In the Parish of Rhyana in the County of Argyle
No. 83 being a conditional purchase by Joseph Guymer under the 21st clause
Of the Crown Lands Regulations
No. 84 being a conditional purchase by Joseph Guymer under the 38th clause
Of the Crown Lands Regulations

563-1876



Corner	Bearing	From	Links	No. on Tree
A	N 49° W	Str. bark	36	84
B	S 35° W	Dd. Str. bark	16	"
C	N 10° W	Wattle	38	83 – 84
D	S 57° E	Gum	45	" " "
E		Stake		
F	S 86° W	Gum	49	83
G	S 9 W	Small Apple	19	LXXV

A563-1876

Notes
Scale 20 chains to an inch
Surveyed by circumferentor
Marked in accordance with regulations
Aspect spurs of poor stony land
Timber gum, stringy-bark, box, apple & mountain-ash
Water none permanent

Pre-lease 2244
L67.1219

Exd. Charted
PF March 25th 1869
30 March 1869

11505 1868

Transmitted to the Surveyor General
With my Letter No. 68.151 of November 23rd
E. R. Deane Licensed Surveyor

A563-1876

PLAN MICROFILMED
NO ADDITIONS OR AMENDMENTS TO BE MADE

Goulburn Mulwaree Council
Locked Bag 22
Goulburn NSW 2580

Civic Centre
184 - 194 Bourke Street
Goulburn NSW 2580
t (02) 4823 4444
e council@goulburn.nsw.gov.au
www.goulburn.nsw.gov.au

Contact: Planning & Environment

InfoTrack Pty Limited
GPO Box 4029
SYDNEY NSW 2001

SECTION 10.7 (2) PLANNING CERTIFICATE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Receipt No.: 402549
Applicant's Reference: 411556
Certificate No: PLAN/0211/2526

DESCRIPTION OF PROPERTY

Address: **Norwood Road MIDDLE ARM NSW 2580**
Legal Description: **Lot 83 DP 750045**

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 (SEPP)

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

Local Environmental Plan (LEP)

Goulburn Mulwaree Local Environmental Plan 2009

Note:
Employment zone reforms commenced within the *Goulburn Mulwaree Local Environmental Plan 2009* on 26 April 2023. From 26 April 2023, in a document (other than a state environmental planning policy) a reference to a former zone under an environmental planning instrument is taken to include a reference to a new zone under the environmental planning instrument.

To determine the previous zone for former Business and Industrial zoned land please refer to the published equivalent zones tables https://www.planning.nsw.gov.au/sites/default/files/2023-04/equivalent-zone-tables.pdf (alternatively Council can reproduce the specific table).

The Employment Zones Reform webpage also contains further information.
https://www.planning.nsw.gov.au/policy-and-legislation/planning-reforms/employment-zones-reform

NB: ***Document*** *means an Act, statutory or other instrument, contract or agreement, and includes a document issued or made under or for the purposes of an Act or statutory or other instrument.*

Development Control Plan (DCP)

Goulburn Mulwaree Development Control Plan 2009

(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.

Draft Amendments to the *Goulburn Mulwaree Local Environmental Plan 2009*
Planning Proposal to rezone Howard Boulevard Park, 36 Howard Boulevard (Lot 164, DP 250803), Goulburn from RE1 Public Recreation to R1 General Residential and to reclassify the site to “operational” land under the NSW *Local Government Act 1993.* Planning Proposal to rezone part of 292 Rosemont Road, Goulburn (Lot 117 and 118, DP 126140) within the Mountain Ash precinct of the Urban and Fringe Housing Strategy to part R5 Large Lot Residential and Part C2 Environmental Conservation, and amend the minimum allotment size. Planning Proposal to rezone part of 20-24 Lockyer Street, Goulburn (Part Lot 2 DP 1238214) to E4 General Industrial, and removal of the 100ha minimum lot size. Planning Proposal to amend Schedule 5 (Environmental Heritage) of the *Goulburn Mulwaree Local Environmental Plan 2009* – Addition of local heritage items, heritage conservation area, and administrative amendments.
Draft Amendments to the *Goulburn Mulwaree Development Control Plan 2009*
Heavy Vehicle Haulage Pavement Standards. Chapter 8 Site Specific Provisions – Draft Brisbane Grove and Mountain Ash Precinct-specific Development Control Plan Chapter.
Draft State Environmental Planning Policies (SEPP’s)
ISEPP – Amendment – Health Infrastructure. *Explanation of Intended Effect – Proposed amendment of SEPP (State Environmental Planning Policy) (Transport & Infrastructure) 2021 – Facilitating temporary uses in Future Infrastructure Corridors.* *Explanation of Intended Effect – State Environmental Planning Policy (Housing) 2021 - Proposed amendments to the in-fill affordable housing, group homes, supportive accommodation and social housing provisions.* *Explanation of Intended Effect – Amendments to the SEPP (Exempt and Complying Development Codes) 2008 for outdoor dining on private land and at registered clubs; and Standard Instrument – Principal Local Environmental Plan 2006 to include a new floor space bonus clause for new developments to include music venues.* *Explanation of Intended Effect – Improving planning processes to deliver infrastructure faster - Proposed changes to the SEPP (Transport and Infrastructure) 2021 and SEPP (Planning Systems) 2021.* *Explanation of Intended Effect – Complying development for farm buildings, rural sheds and earthworks.* *Explanation of Intended Effect – Cultural State Environmental Planning Policy – Proposed changes to support events and activities in NSW.* *Explanation of Intended Effect – Changes to deter illegal tree and vegetation clearing.* *Draft State Environmental Planning Policy (Housing) Amendment (Manufactured Home Estates, Caravan Parks and Camping Grounds) 2023.* For further information please visit the Planning NSW and NSW Planning Portal web sites: https://www.planningportal.nsw.gov.au/have-your-say- https://www.planningportal.nsw.gov.au/exhibition

(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 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)".

The identity of the zone is **C3 Environmental Management** under the Goulburn Mulwaree Local Environmental Plan 2009.

(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.

Zone C3 Environmental Management

1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To facilitate the management of water catchment areas, environmentally sensitive land and areas of high conservation value.

2 Permitted without consent

Environmental protection works; Extensive agriculture; Home occupations.

3 Permitted with consent

Agriculture; Air strips; Animal boarding or training establishments; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Depots; Dwelling houses; Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Farm buildings; Forestry; Home-based child care; Home businesses; Home industries; Information and education facilities; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Research stations; Roads; Rural workers' dwellings; Secondary dwellings; Signage; Stock and sale yards; Tank-based aquaculture; Tourist and visitor accommodation; Water recycling facilities.

4 Prohibited

Industries; Intensive livestock agriculture; Multi dwelling housing; Residential flat buildings; Retail premises; Rural industries; Seniors housing; Service stations;

Serviced apartments; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

(c) Whether additional permitted uses apply to the land.

No

(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.

Yes.

There is a minimum allotment size of 100ha for the erection of a dwelling in certain rural and conservation zones pursuant to Part 4 of the *Goulburn Mulwaree Local Environmental Plan 2009*.

If you are unsure about the application of Part 4 for the erection of a dwelling under the *Goulburn Mulwaree Local Environmental Plan 2009,* you can contact Council at council@goulburn.nsw.gov.au. An application form for a dwelling entitlement report can be found on Council's website.

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

No. The land is not in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

(f) Whether the land is in a heritage conservation area, however described.

No. The land is not within a heritage conservation area.

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

No. An item of environmental heritage is not situated on the land.

3 Contributions plans

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

Goulburn Mulwaree Local Infrastructure Contributions Plan 2021

The land is not affected by any of the plans under Section 64 of the *Local Government Act 1993*

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

No. The land is not within a special contributions area under the Act, Division 7.1.

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 the *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 one of those clauses, the reasons why it may not be carried out under the clause.

(3) If 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 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 the Policy, clause 1.12, in relation to the land.

The answers for (1)-(4) are set out below.

Housing Code
No. Complying development under the Housing Code cannot be undertaken on the land due to the zoning of the land.

Low Rise Housing Diversity Code
No. Complying development under the Low Rise Housing Diversity Code cannot be undertaken on the land due to the zoning of the land.

Pattern Book Development Code
No. Complying development under the Pattern Book Development Code cannot be undertaken on the land due to the zoning of the land.

Greenfield Housing Code
No. Complying development under the Greenfield Housing Code cannot be undertaken on the land due to the land not being within a Greenfield Housing Code Area Map under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Inland Code
No. Complying development under the Inland Code cannot be undertaken on the land due to the zoning of the land.

Rural Housing Code
No. Complying development under the Rural Housing Code cannot be undertaken on the land due to the zoning of the land.

Agritourism and Farm Stay Accommodation Code
No. Complying development under the Agritourism and Farm Stay Accommodation Code cannot be undertaken on the land due to the zoning of the land.

Housing Alterations Code
No. Complying development under the Housing Alterations Code cannot be carried out on the land because the land is affected by the following exclusions:
The land is unsewered land to which *State Environmental Planning Policy (Biodiversity and Conservation) 2021* applies (if the development will result in an increase to the number of bedrooms on the site or a site disturbance area of more than 250m^2).

General Development Code

No. Complying development under the General Development Code cannot be carried out on the land because the land is affected by the following exclusions:

The land is unsewered land to which *State Environmental Planning Policy (Biodiversity and Conservation) 2021* applies (if the development will result in an increase to the number of bedrooms on the site or a site disturbance area of more than 250m^2).

Industrial and Business Alterations Code

Yes. Complying development under the Industrial and Business Alterations Code can be carried out on the land.

Industrial and Business Buildings Code

No. Complying development under the Industrial and Business Buildings Code cannot be carried out on the land due to the zoning of the land.

Container Recycling Facilities Code

No. Complying development under the Container Recycling Facilities Code cannot be undertaken on the land due to the zoning of the land.

Note: Complying development can be carried out on any other land under this code, if the conditions of s 5B.2(2) of the *State Environmental Planning Policy (Exempt and Complying Codes) 2008* are satisfied.

Subdivisions Code

Yes. Complying development under the Subdivisions Code can be carried out on the land.

Demolition Code

Yes. Complying development under the Demolition Code can be carried out on the land.

Fire Safety Code

Yes. Complying development under the Fire Safety Code can be carried out on the land.

Note: 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, complying development may be carried out on any part of the lot that is not affected by the provisions of Clause 1.17A(1)(c)-(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that Policy.

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 the *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 one of those clauses, the reasons why it may not be carried out under the clause.

(3) If 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 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 the Policy, clause 1.12, in relation to the land.

The answers for (1)-(4) are set out below.

General Exempt Development Code
Yes. Exempt development under the General Exempt Development Code can be carried out on the land.

Advertising and Signage Exempt Development Code
Yes. Exempt development under the Advertising and Signage Exempt Development Code can be carried out on the land.

Temporary Uses and Structures Exempt Development Code
Yes. Exempt development under the Temporary Uses and Structures Exempt Development Code can be carried out on the land.

Please note, further exclusions may apply. Refer to the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* for more information.

6 Affected building notices and building product rectification orders

(1) Whether council is aware that–
(a) An affected building notice is in force in relation to the land, or

No. Council is not aware of any affected building notice that is in force in respect of the land.

(b) A building product rectification order is in force in relation to the land that has not been fully complied with, or

No. Council is not aware of any building product rectification order given in relation to the land that has not been fully complied with.

(c) A notice of intention to make a building product rectification order given in relation to the land is outstanding

No. Council is not aware of any intention to make a building product rectification order in respect of the land and is outstanding.

(2) In this section–

Affected Building Notice has the same meaning as the *Building Products (Safety) Act 2017*, Part 4.
Building Product Rectification order has the same meaning as in 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, referred to in the Act, section 3.15.

No.

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.

No.

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.

No.

Note: This land is outside the flood planning area referred to in one or more of the following documents.

- *Goulburn Floodplain Risk Management Study and Plan 2022*
- *Marulan Floodplain Risk Management Study and Plan 2025*

You should make your own enquiries as to the potential for periodic inundation and flooding events.

(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.

No.

Note: This land is outside the flood planning area referred to in one or more of the following documents.

- *Goulburn Floodplain Risk Management Study and Plan 2022*
- *Marulan Floodplain Risk Management Study and Plan 2025*

You should make your own enquiries as to the potential for periodic inundation and flooding events.

(3) In this clause –

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 sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Yes. All of the land is bush fire prone land. Additional controls apply in the *Goulburn Mulwaree Development Control Plan 2009.*

(2) In this section–

Adopted Policy means a policy adopted–

(a) by the council, or

(b) by any other public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

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.

Yes. All of the land is bush fire prone land. Additional controls apply in the *Goulburn Mulwaree Development Control Plan 2009.*

Note: The NSW RFS Commissioner certified the Goulburn Mulwaree Council Bushfire Prone Land Map on the 14 November 2024, replacing the 2019 Bush Fire Prone Land Map. This data is now available on public mapping portals such as the NSW Planning Portal Spatial Viewer and the NSW Rural Fire Service Website. Alternatively, links to these can be found on Council's Plans and Strategies Page under Bush Fire Prone Land Map 2024.
https://www.goulburn.nsw.gov.au/Development/Plans-Strategies#section-10

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.

No, the land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

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*.

No.

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 they have in this Regulation, Part 10 and the Act, Schedule 7.

Not applicable.

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.

No. Council is not aware of a property vegetation plan under the *Native Vegetation Act 2003* relating to the land.

Note: Additional information regarding biodiversity and clearing of vegetation can be found at the end of this certificate in the Notice to Prospective Purchases/ Residents section.

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 council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

No. Council has not been notified of a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relating to the land.

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**.**

Note: Additional information regarding biodiversity and clearing of vegetation can be found at the end of this certificate in the Notice to Prospective Purchases/ Residents section.

17 Biodiversity certified land

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

No. Council is not aware that the land is biodiversity certified under Part 8 of the Biodiversity Conservation Act 2016.

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.

Note: Additional information regarding biodiversity and clearing of vegetation can be found at the end of this certificate in the Notice to Prospective Purchases/ Residents section.

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 Council has been notified of the order.

No, an order under the *Trees (Disputes Between Neighbours) Act 2006* has not been made.

19 Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

Not applicable to the Goulburn Mulwaree Local Government Area.

20 Western Sydney Aerotropolis

Not applicable to the Goulburn Mulwaree Local Government Area.

21 Development consent conditions for seniors housing

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

No.

22 Site compatibility certificates and conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under the *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.

No. Council is not aware of any current site compatibility certificate (affordable rental housing) in respect of proposed development on the land.

(2) If the *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 area kind referred to in that Policy, section 21(1) or 40(1).

No terms referred to in section 21(1) or 40(1) of the *State Environmental Planning Policy (Housing) 2021* have been imposed as conditions of consent to a development application in respect of the land.

(3) Any conditions of a development consent in relation to land that are a kind referred to in the *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

No terms referred to in clause 17(1) or 38(1) of the *State Environmental Planning Policy (Affordable Rental Housing) 2009* have been imposed as conditions of consent to a development application in respect of the land.

(4) In this section–
Former Site Compatibility Certificate means a site compatibility certificate issued under the *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.

No. Council is not aware that water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

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.

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*.

No.

Additional Matters

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

(a) Whether or not the land to which the certificate relates is significantly contaminated land within the meaning of that Act.

No. The land is not significantly contaminated as at the date this certificate is issued.

(b) Whether or not the land to which the certificate relates is subject to a management order within the meaning of that Act.

No. The land is not subject to a management order as at the date this certificate is issued.

(c) Whether or not the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of the Act.

No. The land is not the subject of an approved voluntary management proposal as at the date this certificate is issued.

(d) Whether or not the land to which this certificate relates is subject to an ongoing maintenance order within the meaning of that Act.

No. The land is not subject to an ongoing maintenance order as at the date this certificate is issued.

(e) Whether or not the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such statement has been provided at any time to the local authority issuing the certificate.

No. The land is not the subject of a site audit statement as at the date this certificate is issued.

Legislation referred to in this certificate can be found at www.legislation.nsw.gov.au.

Date of Certificate
20 August 2025

for **Marina Hollands**
Acting Chief Executive Officer
Goulburn Mulwaree Council

Notice to Prospective Purchasers/Residents

1. Urban Land and Rural land in the Goulburn Mulwaree Local Government Area

Due to extensive growth and development within and alongside the urban areas of the Goulburn Mulwaree Local Government Area, non-residential land uses including rural areas increasingly adjoin residential developments. These mixed land uses and zones have resulted in the potential for land use conflicts.

Goulburn Mulwaree Council supports the right of persons carrying out legitimate non-residential land use activities on urban land. Furthermore, Council supports the rights of persons to carry out legitimate rural and agricultural uses and practices on rural land.

Council advises that whilst some land use activities will have formal consent from Council and/or other Government Agencies for operations, other activities may not require consent and are undertaken within the objectives of the land use zone.

Council will not support any action that will unreasonably interfere with the existing use or ongoing operation of land uses, particularly where such activities or uses are carried out in accordance with existing approvals, industry standards and relevant legislation. Many farms, businesses and commercial enterprises carry out operations as required, early in the morning or late in the evening. These operations may involve vehicle movements, machinery noise and trade and supply activities which may impact upon the amenity of an area.

Prospective purchasers of land are encouraged to undertake their own enquiries into any operations or activities on adjoining, neighbouring or nearby properties that may cause amenity impacts from noise, dust, odour etc. Intending purchasers are advised that legitimate land uses in urban and rural areas may include, but are not limited to:

Urban activities

Agricultural produce stores; Building trade supply retailers; Childcare centres and schools; Concrete batching plants; Equine training and stabling facilities; Food businesses; Home businesses; Landscape supplies; Medical practices and services; Motor vehicle and/or heavy machinery workshops; Motorsport facilities; Nurseries; Nursing homes and aged care facilities; Petrol stations; Public recreation facilities including aquatic centres, playgrounds and sporting fields; Pubs and clubs; Recycling facilities; Retail suppliers/ shops; Steel fabrication and engineering; Transport depots; Veterinary practices; Vehicle retailers; Waste management facilities; Water and waste water treatment facilities; Wholesalers.

Rural activities

Abattoir operations; Intensive livestock farming; Dairies; Livestock waste disposal systems; Stockyard activities; Animal husbandry practices (castration, dehorning, mulesing etc.); Presence of livestock (noisy animals, including crowing roosters); Livestock movement on Council roads; Clearing and land cultivation; Bush fire hazard reduction burning; Burning of stubble for cropping operations; Construction of fire breaks; Earthmoving including construction of dams, drains and contour banks; Construction of access roads and tracks; Pumping and irrigation; Harvesting operations; Grain receipt operations; Transportation of rural produce; Fodder conservation; Chaff cutting operations; Silage productions; Growing of any agricultural crop or pasture species which may produce detectable aromas or pollens e.g. canola & Lucerne; Slashing and mowing of vegetation; Logging; Spreading of fertilisers, including lime and gypsum; Crop spraying by both aerial and ground operations; Control and eradication of noxious weeds; Authorised measures to control agricultural pests including baiting, ripping, fumigation and shooting; Planting of trees and shrubs for woodblocks, windbreaks etc.; Fencing construction and erection; Tourist facilities; Manufacture and repair of agricultural machinery; Processing of rural commodities; Council Landfill Facilities; Council Sewerage Treatment Works.

Prospective purchasers are encouraged to attend locations of interest during different times of the day to determine the suitability of land for their intended use.

In addition to the above, Council suggests an awareness of rural land management responsibilities, in particular weeds management that accompany ownership.

2. Unauthorised Development

2.1 Background

The need for obtaining approval/consent is an important step in the development process as it ensures that a number of important assessments are carried out prior to the commencement of works. These assessments and their subsequent approvals provide a variety of safeguards for the landowner and the wider community, and therefore ensure the safety of any building/land user and the protection of the environment. Obtaining consent also serves to ensure that third party protections such as insurance remain valid.

In accordance with the *Environmental Planning & Assessment Act 1979*, the term 'development' can be applied to most works, including but not limited to:

- use of land;
- subdivision of land;
- the erection of a building;
- the carrying out of work; and
- the demolition of a building or work.

The following information is provided as a courtesy and is general in nature. It is not to be construed as either town planning or legal advice. It is therefore important that you seek your own professional advice in relation to your rights and obligations in respect of any matters that this advice may raise.

2.2 Common Misconceptions

"Weekenders"

The term "weekender" (i.e. the temporary use of a dwelling for short term accommodation) is not a defined land use within NSW and therefore is not an approved land use under the *Goulburn Mulwaree Local Environmental Plan (GM LEP) 2009.* Therefore, a "weekender" is not considered to be a legitimate building or land use classification. A building is either considered to be a non-habitable structure (i.e. a shed) or a habitable dwelling. Any use of a structure as a dwelling (regardless of frequency of use) is considered to be a dwelling and requires all relevant approvals.

"Weekenders" are sometimes the result of the unauthorised conversion of existing buildings, such as farm sheds, into a building intended for habitation. In circumstances where a building is intended for the purpose of human habitation (for example sleeping, living, meal preparation, ablutions, etc.), the building is classified as a dwelling and must be assessed as a Class 1 structure in accordance with the *Building Code of Australia*. These are the same standards that a dwelling house is constructed to meet.

Furthermore, *any* form of habitation requires the land to contain a dwelling entitlement (as some lots in rural areas are below the minimum lot size for a dwelling under GMLEP 2009 and do not have a historical entitlement to a dwelling). Council cannot grant approval to a Development Application for a dwelling on land that does not possess such an entitlement. It is particularly important in rural areas to ensure that a lot does enjoy a dwelling entitlement – see Council's website for a dwelling entitlement enquiry form.

Conversion of Sheds to "Granny Flats"

As with "weekenders", a "granny flat" is not a defined land use under the GM LEP. The closest land use definition is a secondary dwelling, which requires development consent. Secondary dwellings must be assessed as a Class 1 structure in accordance with the *Building Code of Australia* to ensure the safety, health and amenity of any occupant that may use the structure.

Farm Buildings/Rural Sheds

Provisions exist under the *State Environmental Planning Policy (Exempt & Complying Development Codes) 2008* for some structures to be erected on rural lands without the need for consent. Notwithstanding this, any structure erected under this instrument must meet strict development standards to ensure that minimum environmental and safety requirements can be met. These provisions may be available on land zoned RU1 Primary Production, RU2 Rural Landscape, RU3 Forestry or RU6 Transition.

Importantly this type of development can only proceed where it is ancillary to an agricultural use on the same land holding. "Agriculture" is specifically defined under the GM LEP, and for an activity to be classified as "agriculture", the activity conducted on the land must be a form of *commercial activity* related to aquaculture, extensive agriculture, intensive livestock agriculture or extensive plant agriculture.

Landowners and prospective purchasers are advised that a significant area of the Goulburn Mulwaree Council Local Government Area is located within the Sydney Drinking Water Catchment. As a result, much of the rural area is zoned as "conservation" – i.e. C2 Environmental Conservation, C3 Environmental Management and C4 Environmental Living and therefore prohibits many land uses, such as rural sheds, from being constructed or undertaken without having an appropriate consent in place.

Clearing of Vegetation

Much of the Goulburn Mulwaree Council Local Government Area contains threatened species and various *Endangered Ecological Communities* (EEC's) and *Critically Endangered Ecological Communities* (CEEC's), including but not limited to Grassy Box Woodland, Tallong Midge Orchid, Glossy Black Cockatoo habitat and Koala habitat.

A raft of legislation and plans exist to preserve native vegetation, including but not limited to the *Biodiversity Conservation Act 2016*, *State Environmental Planning Policy (Biodiversity and Conservation) 2021*, *Goulburn Mulwaree Local Environmental Plan 2009*, and the *Goulburn Mulwaree Development Control Plan 2009*. Further, in some circumstances, Commonwealth legislation such as the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) may apply. For instance, a property may be identified on the State's Biodiversity Values Map which can be viewed at https://www.lmbc.nsw.gov.au/Maps/index.html?viewer=BOSETMap.

It is recommended that professional guidance be sought prior to undertaking any vegetation removal, including destruction of grasslands or when carrying out bushfire protection measures as thresholds apply and approvals may be required. If in doubt, please contact Council prior to any land clearing or vegetation management is undertaken.

Earthworks & Road Construction

Earthworks are defined within the GM LEP as the excavation or filling of land. Some forms of earthworks can be undertaken without consent under the *State Environmental Planning Policy (Exempt & Complying Development Codes) 2008*, however thresholds apply and a number of environmental considerations must be demonstrated.

If not considered or planned appropriately, earthworks can adversely affect neighbours by disrupting or intensifying natural water flow paths, and can cause significant environmental harm by destabilising the structure of the topsoil leading to erosion and soil degradation.

As with earthworks, some roads (both public and private) can be constructed without consent, however, some environmental zones require consent to be obtained first. In addition to drainage considerations, the design and construction of a road must also take into account matters such as the impact upon vegetation, especially if clearing is required, as this may trigger the need for obtaining consent.

Additional considerations apply to the management of sites subject to earthworks or road construction given the presence of the Goulburn Mulwaree Local Government Area in the Sydney Drinking Water Catchment, particularly in relation to erosion and sediment control. Further information can be obtained from either Council or Water NSW.

Enclosure of Existing Carports and Verandahs

Carports and verandahs are often enclosed to provide additional living or storage space via cost effective means. Consent is often required prior to carrying out such works, as consideration needs to be given to a variety of matters. These include an assessment of the structural integrity of the existing structure, as well as ensuring other habitable areas are not adversely impacted, such as living spaces not losing access to light and ventilation. These assessments ensure that following any works the occupants of the building will remain safe, and that the building will continue to function as intended.

2.3 Summary

Council understands that the purchase of land and property is a significant investment, and often the single biggest financial commitment made by many, therefore, it is recommended by Council that you carry out thorough due diligence research prior to committing to a purchase and ensure that:

- The improvements to the land that you are purchasing are authorised/approved.
- Any improvements that you wish to make to the land or any existing buildings, including any new works or alterations, are permissible.

In instances where Council is notified of the presence of unauthorised development, Council has a duty of care to the community and potential property buyers to ensure that the appropriate compliance pathway is actioned. In other words, properties that are found to contain illegal/unlawful development on the land will be subject to compliance and enforcement action. This may result in the need to remove any work and any associated infrastructure, the need to restore or rehabilitate land, issuing of Penalty Infringement Notices, or even prosecution. The responsibility for ensuring the relevant approvals are in place is with the current property owner (i.e. responsibility goes with the land when transferred to a new owner).

No responsibility will be taken for purchases made because of advertising content or false/misleading sales pitches, these matters should be addressed with the relevant government licencing agency i.e. NSW Office of Fair Trading.

If in doubt, ask!

Further information can be obtained by contacting Council on 02 4823 4444 or email council@goulburn.nsw.gov.au.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **IMT Australia Group Pty Ltd (ACN 612 013 706)**

Purchaser:

Property: **Lot 83 Norwood Road , Middle Arm**

Dated:

Title

1. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
2. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Survey and building

3. Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
4. Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
5. Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
6. In respect of any residential building work carried out in the last 7 years:
   (a) please identify the building work carried out;
   (b) when was the building work completed?
   (c) please state the builder's name and licence number;
   (d) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

Boundary Fences

7. Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
8. Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

Affectations/Benefits

9. Has the vendor any notice or knowledge that the Property is affected by the following:
   (a) any resumption or acquisition or proposed resumption or acquisition?
   (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

Requisitions and transfer

10. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.