

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Special Conditions

between: Presfloat Pty Limited

(*vendor*)

and:

(*purchaser*)

33. Inconsistency

In the event that there is any conflict between the provisions of numbered clauses 33 and upwards and those contained in the printed conditions (clauses numbered 1 to 32) to this contract, the clauses 33 and upwards shall prevail.

34. Alterations to printed form

The printed conditions of this contract are amended as follows:

- 34.1. Clause 7.1.1 of this contract is amended by deleting the words '5% of the price' and inserting '\$1' in their place.
- 34.2. Delete Clause 14.4.2.
- 34.3. Delete Clause 16.8.
- 34.4. Delete Clause 19.2.3.
- 34.5. Delete Clause 24.3.3.
- 34.6. Delete Clause 28.
- 34.7. Delete Clause 29.

35. Whole agreement

- 35.1. In entering into this contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract.
- 35.2. In case any one or more of the provisions herein contained or any part thereof should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

36. Particulars of Title

- 36.1. The purchaser acknowledges and accepts that the particulars of the vendor's title disclosed in this contract as to the land sold which is land under the Real Property Act 1900 are sufficient to enable the purchaser to prepare the Transfer and the vendor shall not be required to provide particulars of title pursuant to the provisions of clause 4 of this contract.
- 36.2. Except as otherwise noted in these special conditions, the property is sold and the purchaser shall take title subject to all rights of way, covenants, easements and requisitions to be noted on the relevant certificate of title of the property and the purchaser may not make a claim for compensation or *requisition* or *rescind* or *terminate* or object or delay completion in relation to these any of these things.

37. Real estate agents

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

38. Notice to complete

- 38.1. Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- 38.2. Should the vendor be required to issue a notice to complete to the purchaser then the purchaser shall pay, in addition to any other monies payable under this contract, the sum of two hundred and seventy five dollars (\$275) to the vendor's solicitor on completion as compensation for the additional legal expenses incurred by the vendor for issuing such notice. This is an essential term of this contract.

39. Condition of property

The purchaser accepts the *property*, any *building* and any *fixtures, fittings and furnishings therein* in their 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 may not make a claim for compensation or *requisition* or *rescind* or objection or delay completion or *terminate* in this regard.

40. Services etc

- 40.1. The purchaser takes title subject to the existing water, sewerage, drainage, gas, electricity and telephone installations, lines, posts, services and connections, if any, servicing the *property* or any other property.
- 40.2. The purchaser may not make a claim for compensation or *requisition* or *rescind* or object or delay completion or *terminate* in respect of such installations, lines, posts, services and connections because:
- 40.2.1. any of them pass through the property or any other property;
- 40.2.2. no rights or easements exist in respect of them and none can be obtained; or
- 40.2.3. of any defects or damage to such installations, lines, posts, services and connections.
- 40.3. The purchaser may not make a claim for compensation or *requisition* or *rescind* or object or delay completion or *terminate* because:
- 40.3.1. of any road, water or sewerage main, underground or surface stormwater drain or gas, electricity or telephone installations, posts, lines, pumps and services passing through over or under the *property*; or
- 40.3.2. there is a manhole, substation, public letter box, public telephone, traffic safety or guide rails, bus stop, street parking, traffic signs or vent on the *property*.

41. Capacity

- 41.1. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:
- 41.1.1. dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- 41.1.2. be declared bankrupt, being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.
- 41.2. The purchaser promises that the purchaser has the legal capacity to enter into this contract.

42. No objections

- 42.1. Notwithstanding any other provision in this contract, the purchaser may not make a claim for compensation or *requisition* or *rescind* or object or delay completion or *terminate* if it should be found in relation to the *property* or any part of it that:
- 42.1.1. any fences are off the correct boundaries or that there are any give and take fences or that any boundary is not fenced;
- 42.1.2. there is any contravention of the Rural Workers Accommodation Act or Local Government Act or any other acts, ordinances, regulations, legislation or requirements of a relevant authority;
- 42.1.3. there are any defects in or repairs required to any buildings, fences, bores, bore drains, dams and the like on the *property*;
- 42.1.4. any dam has been constructed without authority on any creek or watercourse passing through the property or that any bore or bore drain has been constructed without authority or that there is any contravention of the Water Act, the Water Management Act or any other acts, ordinances, regulations, legislation or requirements of a relevant authority of any such bore, bore drain, dam or the like on the *property*;
- 42.1.5. the vendor does not hold a license or approval under the Water Act, the Water Management Act or any other acts, ordinances, regulations, legislation or requirements of a relevant authority in respect of any works on the *property*;
- 42.1.6. there exists now or prior to completion any authority to enter application, permit, lease or other right under any acts, ordinances, regulations, legislation or requirements of a relevant authority relating to gas, minerals or petroleum;
- 42.1.7. there is any existing charge, contravention of or notice issued pursuant to the Rural Lands Protection Act or any other acts, ordinances, regulations, legislation or requirements of a relevant authority;
- 42.1.8. there are any notices issued by or charges owing to any authority relating to the destruction of animals or insects or relating to the clearing or reduction of any noxious weeds or prickly pear on the *property*;

- 42.1.9. any telephone line/s, whether or not the property of Telstra, or any electric power poles and posts or any fixtures or fittings thereto are erected on or pass over or through the *property* or if there is any road, right of way or other easement or the want of any easement whatsoever;
- 42.1.10. there are any roads or reservations of roads traversing the *property* or if any gates have been erected across a road or roads traversing the *property* or if the vendor does not hold any permits, authorities or licenses to enclose any roads within the boundaries of the *property* or to carry out rabbit proof or other fencing across any roads dividing or adjoining the *property*.

43. Road permits

To the extent that it is lawful to do so, the vendor shall transfer any road permits or permissive occupancies or licenses held in connection with the *property* to the purchaser upon completion and the rent shall therefore be apportioned in accordance with clause 14 of this contract. Any fee payable to the Department of Conservation and Land Management or any other authority in connection with such transfer shall be paid by the purchaser.

44. Fencing

- (a) Subject to clause 44.2, in respect of fencing, the purchaser shall accept the *property* as it stands and may not make a claim for compensation or *requisition* or *rescind* or object or delay completion or *terminate* by reason of the fact that any fences are not actually on the correct boundary lines and/or are the subject of any agreement/s or order/s of any Land Board or Court or other authority relating to give and take fences.
- (b) Before completion, the vendor shall install wire fencing along the boundaries of the *property*.

45. Power lines

Notwithstanding any other provision in this contract, the purchaser may not make a claim for compensation or *requisition* or *rescind* or object or delay completion or *terminate* with respect to any transmission line or lines, whether for electricity to telephone services and whether they are above or below ground level, traversing the subject *property* or to any easements created with respect thereto or the want of any easement. The purchaser acknowledges that the *property* subject to all existing lines whether or not compensation has been paid or is payable by any statutory authority with respect thereto and the vendor shall be entitled, notwithstanding completion hereof, to continue any claims for compensation made by it with respect to any existing lines and all compensation received shall be the property of the vendor.

46. Deposit

Despite any other provision in this contract, if the deposit agreed to be paid by the purchaser is less than ten percent (10%) of the agreed purchase price and the vendor become entitled to forfeit the deposit actually paid, then the purchaser shall immediately upon demand pay to the vendor the difference between ten percent (10%) of the purchase price and the amount actually paid.

47. Release of deposit

NOT USED.

48. Credit

- 48.1. The purchaser acknowledges that the vendor has entered into this contract in reliance on the purchaser's warranty that the purchaser does not require credit or has obtained credit in order to pay for the *property*.
- 48.2. The purchaser cannot *rescind* or *terminate* this contract by virtue of any non-availability of credit as at the completion date or at any other time.

49. Service

- 49.1. Subject to clause 49.2, the service of any notice or document under or relating to this contract:
 - 49.1.1. must be in writing unless expressly specified otherwise;
 - 49.1.2. must be legible and in English;
 - 49.1.3. must be signed by the *party* or the *party's solicitor* or if the *party* is a corporation, be signed by an authorised officer of the party giving or making it, or (on its behalf) by any, director, secretary or authorised agent of that *party* or the *party's solicitor*;
 - 49.1.4. must:
 - 49.1.4.1. be delivered by hand (including courier delivery); or
 - 49.1.4.2. posted by prepaid post; or
 - 49.1.4.3. sent by facsimile; or
 - 49.1.4.4. sent by email,

to the address, facsimile number or email address (as the case may be) of the addressee as specified in this contract for that *party* or the *party's solicitor* or otherwise as notified by that *party* or the *party's solicitor* to the other *party* from time to time;

- 49.1.5. is deemed to be duly given or made;
- 49.1.5.1. if delivered by hand, on delivery;
 - 49.1.5.2. if by prepaid posted letter, on the third (or fifth, if posted to or from a place outside Australia) business day after posting;
 - 49.1.5.3. if by facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and
 - 49.1.5.4. if by email, on sending (unless the sender's computer reports that the message has not been delivered),

but, if the notice or document is received on a day other than a *business day* or later than 5.00 pm (NSW local time) in the place of receipt, it will be deemed to have been delivered at 9.00 am on the next succeeding *business day* in that place.

- 49.2. Clause 49.1 does not limit any notice or document under this contract being served under clause 20 of this contract.

50. Requisitions

Annexed hereto are Requisitions on Title prepared by The Law Society of New South Wales (the "Requisitions"). Notwithstanding the provisions of Clause 5 hereof, the vendor shall not be required nor obliged to answer any other requisitions on title other than the Requisitions referred to herein and the Purchaser agrees not to forward any other form of requisitions on title nor make any further requisitions (unless such further requisitions arise from the answers given by the vendor to the Requisitions referred to herein).

51. Registration of the Plan of Subdivision

- 51.1. This sale is subject to and conditional on:
- 51.1.1. the annexed plan of subdivision of Lot 6 in DP 1267533 being approved by all relevant authorities whose consent to the subdivision is required, either with conditions or without conditions acceptable to the vendor; and
 - 51.1.2. due registration of the annexed plan of subdivision of Lot 6 in DP 1267533 as a deposited plan with or without any changes permitted under this contract.
- 51.2. If the annexed plan of subdivision of Lot 6 in DP 1267533 (with or without any changes permitted under this contract) has not been registered as a deposited plan within 24 months of the date of this contract, then either *party* may, by notice in writing to the other, rescind this contract which shall then be at an end and the deposit shall be refunded to the purchaser without deduction.
- 51.3. The purchaser may not make a claim for compensation or *requisition* or *rescind* or object or delay completion or *terminate* if the plan of subdivision as registered differs in:
- 51.3.1. any minor respect as to area, dimensions, shape or position of the boundaries of the *property* from that shown on the plan annexed hereto, where in this clause 51.3.1, minor respect as to an area or dimension means 5%; or
 - 51.3.2. any respect as to any other area, dimension, shape or position of anything shown on the plan annexed hereto.
- 51.4. Without limiting clause 51.3 in anyway, the purchaser may not make a claim for compensation or *requisition* or *rescind* or object or delay completion or *terminate* if, in the plan of subdivision as registered:
- 51.4.1. the effluent management area for the *property* or otherwise differs in any respect as to area, dimensions, shape or position from the annexed plan of subdivision.
 - 51.4.2. any easement burdening the *property* or otherwise differs in any respect as to area, dimensions, shape or position from the annexed plan of subdivision or any easement not shown on the annexed plan of subdivision burdens the *property*.

52. Subdivision plan instrument

The vendor may create a subdivision plan instrument (if a subdivision plan instrument is not attached to this contract) and/or make changes to the subdivision plan instrument annexed to this contract; create further easements, covenants and restrictions in addition to those set out in the subdivision plan and the subdivision plan instrument or in this contract. The purchaser may not make a claim for compensation or *requisition* or *rescind* or *terminate* or object or delay completion or *terminate* in respect of any such change or creation in relation to these matters. In this clause "subdivision plan instrument" means any instrument (including any section 88B, section 88E and/or other instrument) intended to be registered with the plan of subdivision plan with or without changes permitted under this contract.

53. Completion

- 53.1. The *parties* acknowledge and agree that subject to the terms and conditions of this contract, completion shall take place on or before the later of:
- 53.1.1. the expiration of 21 days after notification by the vendor's *solicitor* to the purchaser or the purchaser's *solicitor* that the plan of subdivision referred to in clause 51 has been registered; and
- 53.1.2. the expiration of forty two (42) days from the date of this contract.
(the "date for completion").
- 53.2. Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the date for completion determined in accordance with clause 53.1 then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the date for completion determined in accordance with clause 53.1 and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

54. Purchaser's acknowledgments and other things

- 54.1. The purchaser has satisfied itself in regard to any requirements which Goulburn Mulwaree Council ("Council") may have in relation to using and developing the *property*.
- 54.2. The purchaser buys the *property* subject to any and all restrictions imposed by any relevant environmental planning instrument (and all other relevant planning controls) and is deemed to have satisfied itself as to the purposes for which the *property* may be used in accordance with the requirements of all planning controls.
- 54.3. The purchaser acknowledges that the vendor may do all or any of the works required by the development consent issued by Council, being DA/0068/1617 as modified by MOD/0022/1920, or any other works it, in its sole discretion, considers necessary to undertake.
- 54.4. The purchaser acknowledges that the right of carriageway and easement for services 15.0m wide which burdens Lot 5 in DP 1267533 and which benefits Lot 6 in DP 1267533 as shown in dealing number AQ544314 ("the AQ544314 Easement") may, at the discretion of the vendor, before completion or on, be:
- 54.4.1. released or extinguished; or
- 54.4.2. varied or modified in any way including, among others, such that the *property* no longer has the benefit of the AQ544314 Easement,
- and the purchaser may not make a claim for compensation or *requisition* or *rescind* or object or delay completion or *terminate* if the AQ544314 Easement is (or is not) released or extinguished or varied or modified in any way. For clarity, nothing in this clause or contract requires the vendor to have the AQ544314 Easement released or extinguished or varied or modified in any way before, at or after completion.
- 54.5. The purchaser acknowledges that the covenants which burden Lot 5 in DP 1267533 and which benefits Lot 6 in DP 1267533 as shown in dealing number AQ643280 ("the AQ643280 Covenants") may, at the discretion of the vendor, before or on completion, be:
- 54.5.1. released or extinguished; or
- 54.5.2. varied or modified in any way including, among others, such that the *property* no longer has the benefit of the AQ643280 Covenants,
- and the purchaser may not make a claim for compensation or *requisition* or *rescind* or object or delay completion or *terminate* if the AQ643280 Covenants are (or are not) released or extinguished or varied or modified in any way. For clarity, nothing in this clause or contract requires the vendor to have the AQ643280 Covenants released or extinguished or varied or modified in any way before, at or after completion.
- 54.6. The purchaser acknowledges that the restriction as to use of land which burdens Lot 6 in DP 1267533 marked "R" as shown in DP 1267533 and described in the section 88B instrument to DP 1267533 ("Restriction marked 'R'") may, at the discretion of the vendor, before completion or on, be released or extinguished or varied or modified in any way, and the purchaser not make a claim for compensation or *requisition* or *rescind* or object or delay completion or *terminate* if the Restriction marked 'R' is (or is not) released or extinguished or varied or modified in any way. For clarity, nothing in this clause or contract requires the vendor to have the Restriction marked 'R' released or extinguished or varied or modified in any way.

55. Lot numbers etc provisional

- 55.1. Any lots numbers or street numbers shown on the annexed plan of subdivision are provisional only and are subject to change in the vendor's absolute discretion. Where such street numbers are not shown on the annexed plan or any related documents, the vendor may allocate the street numbers including for the *property* in its absolute discretion. The purchaser may not make a claim for compensation or *requisition* or *rescind* or object or delay completion or *terminate* in connection with any allocation or variation of any street numbers or lot numbers.

56. No objection to dams

56.1. The purchaser may not make a claim for compensation or *requisition* or *rescind* or object or delay completion or *terminate* in connection with or by reason of:

- 56.1.1. the existence of any dams and/or natural water courses or any filling or reclaiming thereof; or
- 56.1.2. without limiting clauses 51 or 52 in anyway, any additional easements or restrictions required by council or any other authority or body whose consent is required in terms of the subdivision approval.

57. No Caveat

57.1. The purchaser may not lodge any caveat which precludes registration of the plan or any other plan, instrument, restriction, easement, or right contemplated by this contract or any mortgage or variation thereof or the sale of any other lot not the subject of this contract.

58. No rebate

58.1. Notwithstanding any provision of this contract or any advertising, any representations (written, verbal or otherwise) made by any person, or other material (written, verbal or otherwise), the purchaser acknowledges and agrees that:

- 58.1.1. the purchaser is not entitled to any rebates in respect of the *property*; and
- 58.1.2. the vendor is not liable to pay any rebates to the purchaser or any other person in respect of the *property*.

59. Adjustments

59.1. If a separate assessment of council rates has not been issued for the *property* as at completion, then the amount stated in clause 59.3 is deemed to be the council rates for the current and subsequent periods for the *property* for the purposes of adjustment under clause 14, until the issue of separate assessments.

59.2. Council rates will be adjusted between the vendor and the purchaser in accordance with clause 14.1 on a paid basis on completion, with no regard to the actual assessment which may later be issued by council after completion.

59.3. Council rates will be \$250.00 per quarter.

59.4. If adjustment is made in accordance with this clause, the vendor will pay any assessment of council rates which relates to the period in which such rates were adjusted as paid, provided however, that the purchaser shall not be entitled to require the vendor to pay the outstanding amount under the assessment before completion.

59.5. If the purchaser delays completion beyond the date for completion determined in accordance with clause 53.1, the adjustment date will be the date for completion determined in accordance with clause 53.1.

60. Guarantee

- 60.1. If the purchaser is a corporation, this clause must be executed by all directors of the corporation.
- 60.2. This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 60.3. The word *guarantor* means:

_____ and

(being two of the directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary).

- 60.4. If the guarantor has not signed this clause, the vendor may *terminate* this contract by serving a notice, but only within 14 days after the contract date.
- 60.5. In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
 - 60.5.1. payment of all money payable by the purchaser under this contract; and
 - 60.5.2. the performance of all of the purchaser's other obligations under this contract.
- 60.6. The guarantor:
 - 60.6.1. indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - 60.6.2. must pay on demand any money due to the vendor under this indemnity.
- 60.7. The guarantor is jointly and separately liable with the purchaser to the vendor for:
 - 60.7.1. the performance by the purchaser of its obligations under this contract; and
 - 60.7.2. any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 60.8. The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 60.9. If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 60.10. The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
 - 60.10.1. the granting of any time, waiver, covenant not to sue or other indulgence;
 - 60.10.2. the release or discharge of any person;
 - 60.10.3. an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - 60.10.4. any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
 - 60.10.5. payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - 60.10.6. the winding up of the purchaser.
- 60.11. This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 60.12. This clause operates as a deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by the above named in the presence of:

Signature of Witness

Signature of person

Name of Witness

Name of person

SIGNED SEALED & DELIVERED by the above named in the presence of:

Signature of Witness

Signature of person

Name of Witness

Name of person

Cooling-off certificate

I, _____
of _____

in the State of New South Wales, Solicitor/Barrister certify as follows:-

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property known as:
- [_____]
- from [_____] as vendors
- to [_____] as purchaser
- in order that there is no cooling-off period in relation to that contract.
- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to _____
the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:
- (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the vendor, that is, there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

RURAL LAND REQUISITIONS ON TITLE

Vendor: **Presfloat Pty Limited**
Purchaser:
Property: **Lot , Caoura Road, Tallong**
Dated:

Note: *If the answer to any of these questions is 'yes', please supply full details and a copy of all relevant documentation.*

1. **Capacity**

Is the vendor under any legal incapacity?

(Such as:

- *minority*
- *an order or declaration under the Protected Estates Act 1983 or the Inebriates Act 1912*
- *bankruptcy or entering a part X arrangement under the Bankruptcy Act 1966*
- *if the vendor is a company, any notice, an application or order received by the vendor or made at Court for its winding up, or for the appointment of a receiver, an administrator or a controller).*

2. **Notices and orders**

(a) Is the vendor aware of any notice or order or requirement of any authority or any adjoining owner affecting the property?

(Such as:

- *notices from the Livestock Health and Pest Authority about noxious animals or insects*
- *notices from a county council about noxious weeds*
- *notices requiring bushfire fire breaks).*

(b) Has any work been done by any authority which might give rise to a notice, order or liability? (Such as road works done by local council).

(c) Has the vendor received any verbal notices from any local council, Livestock Health and Pest Authority or government authority concerning any proposed action that could affect the property in any way?

Please provide particulars

3. **Agricultural tenancies, etc**

(a) Vacant possession of the property must be given on completion unless the Contract provides otherwise.

(b) Are there any agreements or arrangements which would create a 'tenancy' within the meaning of the definition of 'tenancy' as contained in Section 4 of the *Agricultural Tenancies Act 1990*? (such as farming, grazing, share farming or agistment agreements).

If yes:

- (i) The nature of the tenancy;
- (ii) The date of termination of the tenancy;
- (iii) Particulars of any written agreement; (please supply a copy)
- (iv) Particulars of any oral agreement

(c) If there is an agreement or arrangement as mentioned in sub clause (b) has the tenant carried out any improvements on the property, with or without the vendor's consent, for which the tenant is entitled to compensation from the vendor?

(d) Has the vendor carried out any improvement on the property for which the tenant is liable to compensate the vendor?

(e) Are there any unresolved disputes between the owner and a tenant pursuant to an agreement which creates an interest in the land?

(f) Are there any fixtures on the property to which the tenant may have right to access or removal?

(g) Are there any details/documents that record the condition of the property at the commencement of the tenancy? If yes, please provide copies.

4. **Buildings**

(a) Are there any structures on the property that have not been approved by the local council or which are used for a purpose that has not been so approved?

- (b) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act* and their regulations been complied with?
- (c) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (d) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
- (f) Does any building on the property comprise a kit home?
 - (i) If any building on the property comprises a kit home, have the provisions of Section 93 of the *Home Building Act* been complied with? A copy of the relevant insurance certificate should be provided.
- (g) Has there been any complaint or insurance claim made, or any circumstance known to the vendor which may warrant a complaint or insurance claim due to the non-completion, defective work or otherwise from a breach of the statutory warranties under the *Home Building Act* related to residential building work carried out on the property? If so, full details should be provided.

5. **Swimming pools**

If there is a swimming pool:

- (a) has the pool been approved by the local council?
- (b) does it comply with all the requirements of the *Swimming Pools Act 1992*?
- (c) has a fence been erected around the swimming pool?

6. **Rates**

- (a) What government, local government or statutory authorities levy rates on the property? (*Such as shire council, Livestock Health and Pest Authority or a Catchment Management Trust*).
- (b) Has the property been declared 'farmland' for rating purposes under the *Local Government Act 1993*?
- (c) Are there any deferred rates attaching to the property? Please provide particulars.

7. **Boundary fences**

- (a) Are there any give and take fences on the property?
- (b) Are there any boundaries along watercourses and, if so, how are they fenced?
- (c) Are there any notices from neighbours about the erection or repair of any boundary fence?
- (d) Is there any agreement written or oral with any neighbour about the erection or repair of a boundary fence?

8. **Soil conservation**

- (a)
 - (i) Are there any agreements about soil conservation affecting the property?
 - (ii) Please provide copies of any licences or agreements.
 - (iii) Are there any monies outstanding under any licence or agreement?
- (b) Is the land or any part of it within an area of erosion hazard under the *Soil Conservation Act 1938*?
- (c) Is there any charge affecting the land under section 22(5) the *Soil Conservation Act 1938*?
- (d) Are there any circumstances known to the vendor that could give rise to soil conservation liabilities in the future?

9. **Timber**

- (a)
 - (i) Are there any agreements with any authority or anyone else about the felling or removal of timber from the property?
 - (ii) Please provide copies of any licences or agreements.
 - (iii) Are there any monies outstanding under any licence or agreement?
- (b) Is the vendor aware of any of the following being granted to or held by the vendor or any other person under the *Forestry Act 1916* in respect of the property:
 - (i) timber lease or licence;
 - (ii) products licence;

- (iii) clearing licence;
 - (iv) profit-a-prendre; or
 - (v) any other lease, licence, permit, right or interest?
- (c) Is any part of the property in a Catchment Protection Area?

10. **Water**

- (a) Is the vendor entitled to have water supplied to the property by any authority?
- (b) Is any water available to the property:
 - (i) from any well, bore or any dam that is not wholly on the property; or
 - (ii) under any private water agreement?
- (c) (i) Is the land in a water sharing plan area under the *Water Management Act 2000*?
- (ii) Has the vendor any water rights or any licence, permit or authority under the *Water Management Act 2000*, or the benefit of any applications for those things that have not been dealt with?
- (d) Is the vendor liable to any authority or to any other person to pay for water or for water rights?
- (e) (i) Have any dams or other earthworks been constructed on any water course on the property?
- (ii) If so, was any permission for the construction sought or given by any relevant authority?
- (f) Are there any bore trusts that affect the property?
- (g) Is there a dam on the property with a capacity in excess of 7 megalitres or which is used for irrigation or which is used for watering a commercial crop or an intensive livestock industry, and if so, has the dam been registered with the Department of Infrastructure Planning and Natural Resources and a licence issued for the dam? (Requirement which commenced 1 January 1999). If so, please provide a copy of the licence.

11. **Electricity**

- (a) Which electricity authority supplies electricity to the property?
- (b) Is there any money owing to that authority for capital works?

12. **Access, roads and enclosure permits**

- (a) Is access to the property at any point over any land other than a main or public road? (Such as a *right of way* or *access over Livestock Health and Pest Authority property*).
- (b) Are there any rights of way or other easements over the property?
- (c) Is the vendor aware of any proposal or any application or pending applications to close or to purchase any road adjacent to the property?
- (d) Is the vendor aware of any proposed realignment of any road adjacent to the property?
- (e) Is there any main road, public road or Crown road through the property at any point?
- (f) Is there any enclosure permit that attaches to the property?

13. **Rural workers accommodation**

- (a) Is there any building situated on the land for the accommodation of rural workers?
- (b) If so:
 - (i) has the *Rural Workers Accommodation Act 1969* been complied with;
 - (ii) has a certificate of compliance been issued under Section 9 of that Act; and
 - (iii) is there an exemption from compliance under Section 12 of that Act?
- (c) Is the vendor aware of any notice, prosecution or proceeding under that Act that has been instituted or threatened against the vendor or any previous owner of the property?

14. **Stock diseases**

- (a) Are there any quarantine or other notices or orders or undertakings relating to stock on the property including stock on agistment or stock not owned by the vendor? (Such as *notices or orders made about anthrax, lice, brucellosis or footrot, Ovine Johnes Disease (OJD) or Bovine Johnes Disease (BJD)*).
- (b) Is the property or adjoining lands suspect or under surveillance (including property separated by a road or laneway) infected, suspect or under surveillance by the National OJD Control and Evaluation Programme?
- (c) Is the property in a protected zone?

15. **Pollution**

- (a) Are there any sheep or other stock dips, whether used or disused, on the property?
- (b) Are there any outstanding notices or orders under the *Environmentally Hazardous Chemicals Act 1985*?
- (c) Has the vendor or any tenant, share farmer or previous owner used any chemicals on the property that could give rise to any problems with chemical residues under the *Stock (Chemical Residues) Act 1975*?
- (d) Has any Investigation Order been made under Section 17(1) or a Remediation Order been made under Section 23(1) of the *Contaminated Land Management Act 1997* (commenced on 1 September 1998)?
- (e) Is there, or has there ever been, any underground fuel tank on the property? If so, please supply full information about where it is, or was, situated, and if it is still in use or not, and if not, has it been emptied of fuel and filled with water. Also, has there been any above ground fuel tank which may have leaked, causing soil pollution?

16. **Effluent Disposal Systems**

- (a) Is there a septic sewage disposal system on the property? If so, please supply evidence of registration of it with the local council.
- (b) If there is no septic sewage disposal system and there is a house on the property, please supply details of the effluent disposal system used and evidence of registration with the local council.

17. **Resumptions**

Is the vendor aware of any resumption, proposed resumption or proposed purchase of the property by any public authority? (*Such as National Parks and Wildlife Act*).

18. **Fixtures**

Are there any fixtures or inclusions in the sale that are not owned by the vendor free of any encumbrances?

19. **Agreements or disagreements affecting the property**

- (a) Is the vendor aware of any agreements with anyone else affecting the property? (*Such as sharefarming, timber getting, trail-bike riding*).
- (b) Are there any legal proceedings pending or not concluded that involve the property in any way?

20. **Crown land**

- (a) Are there any amounts owing to the Crown for rent or for balance of purchase moneys? If so, please supply full details.
- (b) Is there any application or pending application to the Crown for conversion or purchase from the Crown? If so, please advise the status of the application or pending application.

21. **Pipelines**

Is the vendor aware of any licence, permit or easement for any pipeline over the property, either under the *Pipelines Act 1967* or otherwise?

22. **National Parks and Wildlife**

- (a) Is there any interim protection order in force over any part of the property under Section 91B of the *National Parks and Wildlife Act 1974*?
- (b) Is there a conservation agreement affecting the property, or any part of it, under Section 69B of the *National Parks and Wildlife Act 1974*?

23. **Native Vegetation**

- (a) Is the land subject to a Native Vegetation Agreement?
- (b) Has the vendor carried out, or caused to be carried out, on the property any clearing of native vegetation as defined in the *Native Vegetation Conservation Act 1997 (the Act)*?
- (c) If so:
 - (i) was clearing carried out pursuant to a development consent or a Regional Vegetation Management Plan approved under the Act?
 - (ii) was clearing carried out in accordance with the terms and conditions of that consent or plan?
 - (iii) has clearing allowed by the consent or the plan been completed?

- (d) Has the vendor, or any previous owner, ever made any application to clear native vegetation under the Act or under State Environmental Planning Policy (S.E.P.P.) 46 in force from 10 August 1995? If so, what was the result of that application?
- (e) Has the Director General of the Department of Land and Water Conservation made any 'stop work' order under Section 46 or given directions for remedial work under Section 47?
- (f) Has the vendor, or any previous owner, ever been prosecuted for clearing native vegetation illegally?
- (g) Is there a Regional Vegetation Management Plan in force?

24. **Threatened Species**

- (a) Is the vendor aware of any endangered or vulnerable species or endangered populations or endangered ecological communities as defined in the *Threatened Species Conservation Act 1995* on the property?
- (b) In reference to the *Threatened Species Conservation Act 1995* are there, or has there ever been, that the vendor knows of, any of the following relating to the property:
 - (i) critical habitat declared under Section 47 and notified on the Register kept by the Director General of the National Parks and Wildlife Service under Section 55?
 - (ii) any recovery plan published under Section 67?
 - (iii) any draft threat abatement plan published under Section 84?
 - (iv) any licence to harm or pick threatened species population or ecological communities or damage habitat, granted under Section 91?
 - (v) any species impact statement prepared either for the purposes of the *Threatened Species Conservation Act* in accordance with Section 110 or for the purposes of the *Environmental Planning and Assessment Act 1979*?
 - (vi) any stop work order made by the Director General under Section 114 or any interim protection order made under Part 6A of the *National Parks and Wildlife Act 1974*?
- (c) If the answer is Yes to any of these, please supply full details.

25. **Native Title**

- (a) Is the vendor aware of any Native Title claim lodged and/or sustained under either the *Commonwealth or New South Wales Native Title Acts*?
- (b) If so, has the vendor filed an interest to be involved in the determination of such claim under either the Commonwealth or NSW legislation?
- (c) If the land is a lease from the Crown, has the use purpose of the lease been altered since 1 January 1994 or is it in the process of being altered? If so, please provide a copy of the undertaking from the Crown not to seek from the lessee any reimbursement of compensation payable by the Crown to the Native Title holders.

26. **Aboriginal Sites**

- (a) Has the vendor or any predecessor in title entered into a voluntary or compulsory Conservation agreement concerning Aboriginal sites or relics? If so, please provide a copy of that agreement/s.
- (b) Is the vendor aware of any aboriginal places or relics on any part of the property?

27. **Environment**

Has the vendor undertaken any activity that constitutes a 'controlled action' under the *Environment Protection and Biodiversity Conservation Act*?

28. **Documents to be handed over on settlement**

- (a) If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- (b) Please list any documents to be handed over on settlement in addition to the title deed, transfer and discharge of any mortgage.

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	Presfloat Pty Limited ACN 003 503 044
PROPERTY	Lot Caoura Road, Tallong 2579

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

DETAILS					
Completion	See cl 53.1	Refer to clause(s):	See cl 53.1		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Refer to clause(s):	Cl 51.2
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 53.2 and 38.2		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA/0068/1617 as modified by MOD/0022/1920		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Goulburn Mulwaree Council is the certifying authority		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	cl. 51.2		

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (<i>select all that apply</i>).	
<input checked="" type="checkbox"/> draft plan	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement
<input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan	<input type="checkbox"/> draft community/precinct/neighbourhood/development contract
<input type="checkbox"/> proposed schedule of finishes	<input type="checkbox"/> draft strata management statement
<input type="checkbox"/> draft strata by-laws	<input type="checkbox"/> draft building management statement
<input type="checkbox"/> draft strata development contract	



CO-ORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	PU	METHOD	STATE
PM 60280	232 433 263	6 154 355 903	A	N/A	FROM SCIMS	FOUND
PM 60281	233 216 667	6 154 320 860	A	0.02	FROM SCIMS	FOUND
PM 60282	233 721 030	6 154 340 757	B	N/A	FROM SCIMS	FOUND
SSM 58649	233 198 021	6 153 323 077	C	N/A	FROM SCIMS	FOUND
SSM 58659	233 148 469	6 153 324 363	C	N/A	FROM SCIMS	FOUND

DATE OF SCIMS CO-ORDINATES: 27/04/2021
 MGA DATUM: GDA2020
 COMBINED SCALE FACTOR 1.000376
 MGA ZONE 56

SURVEYOR:
 STEWART JOHN DIXON
 DATE OF SURVEY: 26/05/2021
 SURVEYORS REF: 53014.1

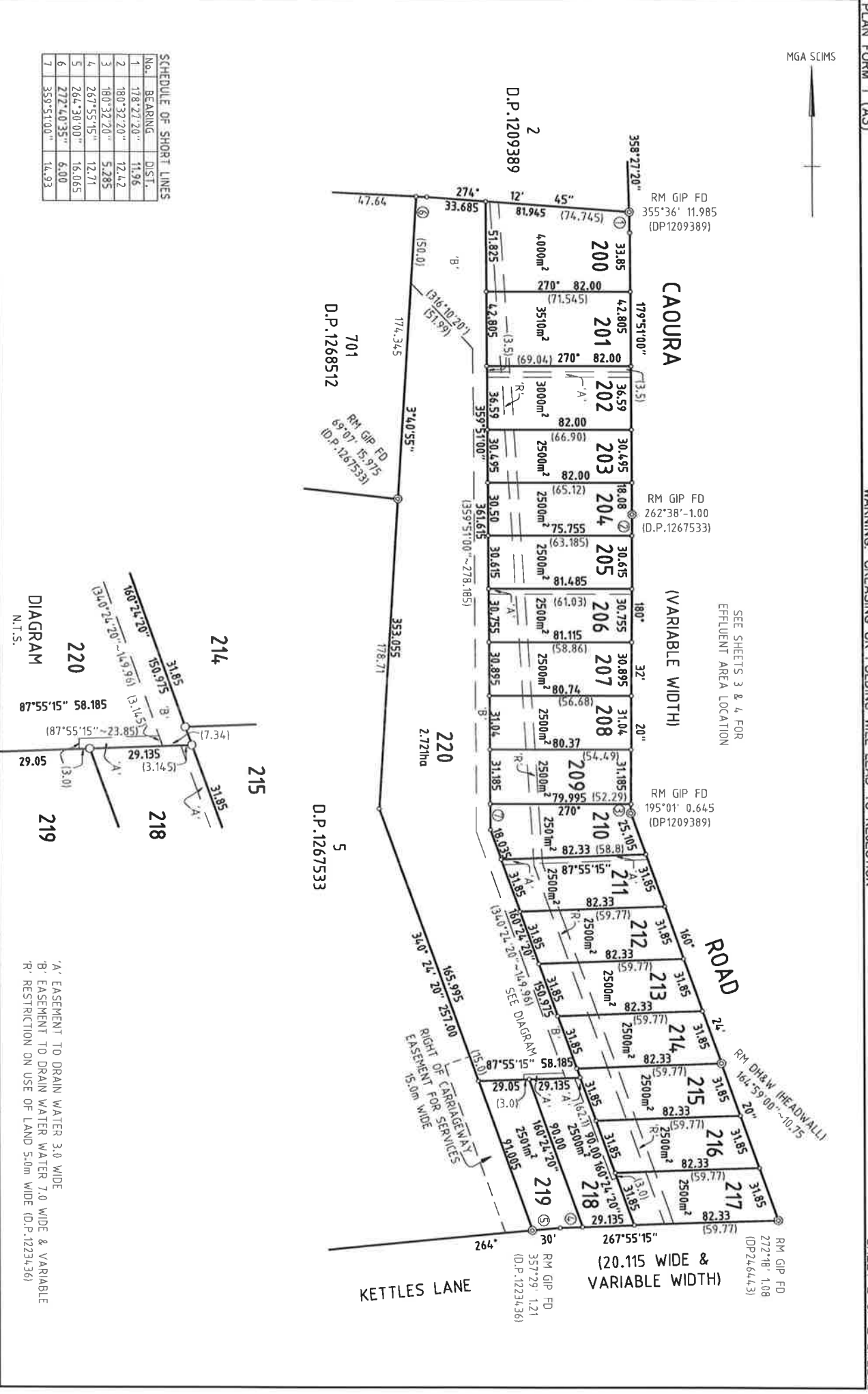
PLAN OF SUBDIVISION OF LOT 6 IN DP 1267533

L.G.A: GOULBURN MULWARRIE
 LOCALITY: TALLONG
 REDUCTION RATIO 1:4000
 LENGTHS ARE IN METRES

REGISTERED

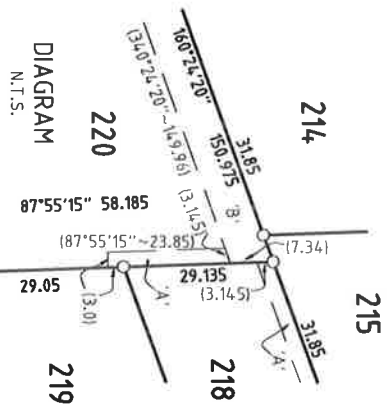
DP

R: RESTRICTION ON USE OF LAND 5.0m WIDE (D.P.1223436)
 C: EASEMENT FOR ELECTRICITY PURPOSES 2.0 WIDE (D.P.1223436)



SCHEDULE OF SHORT LINES

No.	BEARING	DIST.
1	178°27'20"	11.96
2	180°32'20"	12.42
3	180°32'20"	5.285
4	267°55'15"	12.71
5	264°30'00"	16.065
6	272°40'35"	6.00
7	359°51'00"	14.93



SURVEYOR: STEWART JOHN DIXON
 DATE OF SURVEY: 26/05/2021
 SURVEYORS REF: 53014.1

PLAN OF SUBDIVISION OF LOT 6 IN DP 1267533

L.G.A: GOULBURN MULWARRIE
 LOCALITY: TALLONG
 REDUCTION RATIO 1:2000
 LENGTHS ARE IN METRES

REGISTERED

DP

MGA SCIMS

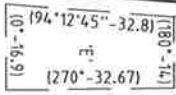


CAOURA

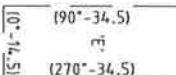
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ROAD

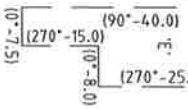
D.P. 1209389
2



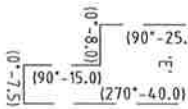
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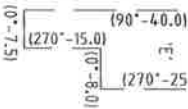
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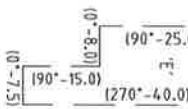
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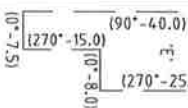
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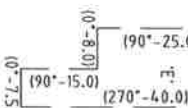
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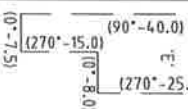
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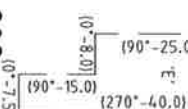
206



207



208



209

210

SEE SHEET 2 FOR BOUNDARY DIMENSIONS

220

SEE

SHEET

4

701
D.P. 1268512

E: EFFLUENT MANAGEMENT AREA (500m²)
R: RESTRICTION ON USE OF LAND (D.P. 1223436)

5
D.P. 1267533

SURVEYOR:

STEWART JOHN DIXON

DATE OF SURVEY: 26/05/2021

SURVEYORS REF: 53014.1

PLAN OF SUBDIVISION OF LOT 6 IN DP 1267533

L.G.A: GOULBURN MULWARRIE

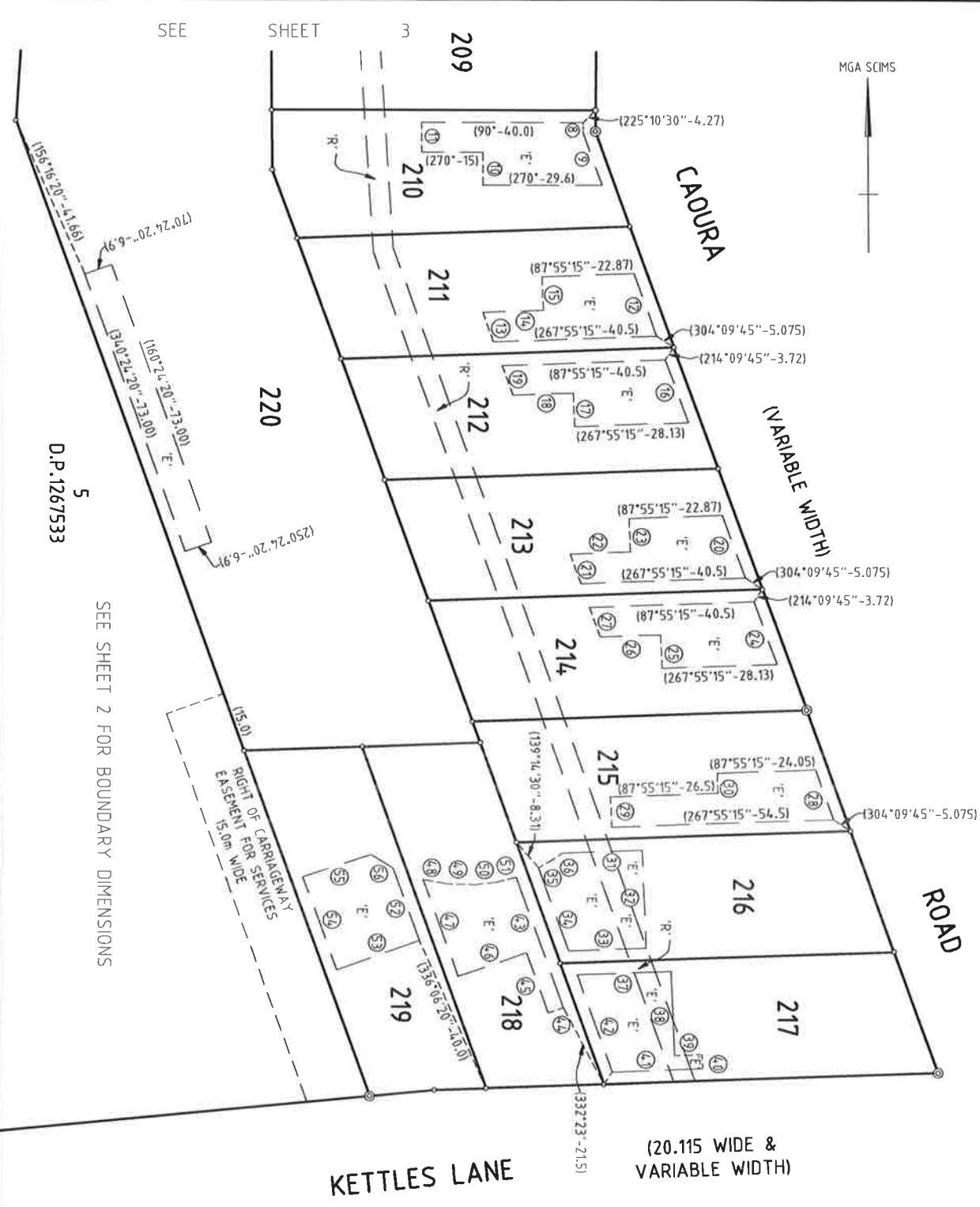
LOCALITY: TALLONG

REDUCTION RATIO 1:1000

LENGTHS ARE IN METRES

REGISTERED

DP



SURVEYOR:
STEWART JOHN DIXON
DATE OF SURVEY: 26/05/2021
SURVEYORS REF: 53014.1

PLAN OF SUBDIVISION OF LOT 6 IN DP 1267533

L.G.A: GOULBURN MULWARRIE
LOCALITY: TALLONG
REDUCTION RATIO 1:1000
LENGTHS ARE IN METRES

REGISTERED

DP

SCHEDULE OF SHORT LINES
WITHIN EFFLUENT MANAGEMENT AREAS

8	225°10'30"	4.27	33	267°55'15"	19.30
9	160°24'20"	13.76	34	340°24'20"	21.90
10	0°00'00"	8.25	35	60°40'15"	3.50
11	0°00'00"	7.50	36	55°38'00"	3.53
12	160°24'20"	16.50	37	87°55'15"	23.25
13	340°24'20"	7.75	38	177°55'15"	20.87
14	357°55'15"	15.0	39	87°55'15"	6.75
15	87°55'15"	8.35	40	177°55'15"	3.50
16	160°24'20"	16.5	41	267°55'15"	22.30
17	357°55'15"	8.35	42	340°24'20"	25.56
18	267°55'15"	15.0	43	160°24'20"	34.35
19	340°24'20"	7.75	44	250°24'20"	17.78
20	160°24'20"	16.50	45	340°24'20"	15.80
21	340°24'20"	7.75	46	250°24'20"	17.78
22	87°55'15"	15.0	47	340°24'20"	25.64
23	357°55'15"	8.35	48	100°46'00"	6.00
24	160°24'20"	16.50	49	91°35'00"	6.81
25	357°55'15"	8.35	50	82°58'20"	5.20
26	267°55'15"	15.0	51	75°31'00"	5.20
27	340°24'20"	7.75	52	160°24'20"	19.15
28	160°24'20"	13.11	53	250°24'20"	21.70
29	357°55'15"	7.50	54	340°24'20"	24.59
30	357°55'15"	5.00	55	72°02'00"	17.64
31	87°55'15"	19.80	56	120°56'40"	6.40
32	177°55'15"	24.37			

'E' EFFLUENT MANAGEMENT AREA (500m²)
'R' RESTRICTION ON USE OF LAND (D.P.1223436)

SEE SHEET 2 FOR BOUNDARY DIMENSIONS

SEE

SHEET 3

D.P. 1267533
5

RIGHT OF CARRIAGEWAY
5.00m WIDE
EASEMENT FOR SERVICES

(VARIABLE WIDTH)

(20.115 WIDE & VARIABLE WIDTH)

KETTLES LANE

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT 6 IN DP1267533</p>	<p>LGA: GOULBURN MULWAREE</p> <p>Locality TALLONG</p> <p>Parish: WINGELLO</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, STEWART JOHN DIXON, S.J.DIXON SURVEYORS PTY LTD of DX 21108 CRONULLA a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 26 May, 2021.</p> <p>*(b) The part of the land shown in the plan ("being/excluding") was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'A' - 'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: Dated: 26 May, 2021</p> <p>Surveyor Identification No: 946 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
	<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	
<p>Plans used in the preparation of survey/compilation. DP1223436, DP1267533</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	
<p>Surveyor's Reference:53014.1</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 6 IN
DP1267533**

Subdivision Certificate number:

Date of Endorsement:

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

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

Pursuant to Section 88B of the *Conveyancing Act, 1919*, it is intended to create:

1. Positive Covenant
2. Easement for Services, 15.0 wide
3. Right of Carriageway, 15.0 wide
4. Easement to Drain Water, 3.0 wide
5. Easement to Drain Water, 7.0 wide and variable
6. Restriction on the Use of Land
7. Restriction on the Use of Land

Lot	Street number	Street name	Street type	Locality
200		CAOURA	ROAD	TALLONG
201		CAOURA	ROAD	TALLONG
202		CAOURA	ROAD	TALLONG
203		CAOURA	ROAD	TALLONG
204		CAOURA	ROAD	TALLONG
205		CAOURA	ROAD	TALLONG
206		CAOURA	ROAD	TALLONG
207		CAOURA	ROAD	TALLONG
208		CAOURA	ROAD	TALLONG
209		CAOURA	ROAD	TALLONG
210		CAOURA	ROAD	TALLONG
211		CAOURA	ROAD	TALLONG
212		CAOURA	ROAD	TALLONG
213		CAOURA	ROAD	TALLONG
214		CAOURA	ROAD	TALLONG
215		CAOURA	ROAD	TALLONG
216		CAOURA	ROAD	TALLONG
217		CAOURA	ROAD	TALLONG
218		KETTLES	LANE	TALLONG
219		KETTLES	LANE	TALLONG
220		KETTLES	LANE	TALLONG

If space is insufficient use additional annexure sheet

Surveyor's Reference: 53014.1

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 6 IN
DP1267533**

Subdivision Certificate number:

Date of Endorsement:

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

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: 53014.1

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

Lengths are in metres.

Sheet 1 of 2 Sheet

Plan:

**PLAN OF SUBDIVISION OF LOT 6 IN DP1267533
Goulburn Mulwaree Council DA/0068/1617**

**Full name and address of
the Proprietor of the land:**

PRESFLOAT PTY LIMITED
7/64 CROYDON STREET
CRONULLA NSW 2230

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or prescribed authorities.
1	POSITIVE COVENANT	LOTS 200 – 220 INCLUSIVE	WATER NSW
2	EASEMENT FOR SERVICES, 15.0 WIDE	LOT 5 DP1267533	LOT 220
3	RIGHT OF CARRIAGEWAY, 15.0 WIDE	LOT 5 DP1267533	LOT 220
4	EASEMENT TO DRAIN WATER, 3.0 WIDE	LOTS 202, 206, 211, 218 AND 220	LOTS 215, 216, 217, 219 AND GOULBURN MULWAREE COUNCIL
5	EASEMENT TO DRAIN WATER, 7.0 WIDE & VARIABLE	LOTS 220	LOTS 200 – 219 INCLUSIVE AND GOULBURN MULWAREE COUNCIL
6	RESTRICTION ON THE USE OF LAND	LOTS 200 – 220 INCLUSIVE	LOTS 200 – 220 INCLUSIVE
7	RESTRICTION ON THE USE OF LAND	LOTS 202, 206, 211, 218 AND 220	GOULBURN MULWAREE COUNCIL

PART 2 (TERM)

1. Terms of the Positive Covenant numbered 1 in the plan

- (a) All wastewater generated on the lot must be disposed of within the “Effluent Management Envelope”
- (b) All wastewater generated on the lot be treated to secondary standard as minimum, and
- (c) Small footprint methods (e.g. beds, mounds) are to be used for effluent disposal.

2. Terms of the Restriction on the Use of Land numbered 6 in the plan

- (a) No dwelling or other structure shall be erected or permitted to remain on any lot burdened unless the roof and the external cladding or other surfaces of such dwelling or other structure are comprised of low reflective materials.
- (b) No existing dwelling building may be relocated to any lot burdened.
- (c) No fuel storage tank (except for domestic gas or oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (d) No camper, caravan, shipping container or boat shall be kept, placed, maintained or allowed to be placed or situated on any lot burdened for more than 30 days in any 12 month period unless kept, placed and maintained under the roof of a building.

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

Lengths are in metres.

Sheet 2 of 2 Sheet

Plan:

**PLAN OF SUBDIVISION OF LOT 6 IN DP1267533
Goulburn Mulwaree Council DA/0068/1617**

3. Terms of the Restriction on the Use of Land numbered 7 in the plan

- (a) Any fencing within the area of the easement to drain water, 3.0 wide numbered 4 in the plan or within the area of the easement to drain water, 7.0 wide & variable numbered 5 in the plan must not impede the free flow of stormwater.

Name of the person/s or body empowered to release, vary or modify the positive covenant numbered 1 on the plan is Water NSW.

Name of the person/s or body empowered to release, vary or modify the easements numbered 4 and 5 on the plan is Goulburn Mulwaree Council.

Name of the person/s or body empowered to release, vary or modify the restriction on the use of land numbered 7 on the plan is Goulburn Mulwaree Council.



FOLIO: 6/1267533

SEARCH DATE	TIME	EDITION NO	DATE
8/3/2021	1:31 PM	3	7/1/2021

LAND

LOT 6 IN DEPOSITED PLAN 1267533
AT TALLONG
LOCAL GOVERNMENT AREA GOULBURN MULWAREE
PARISH OF WINGELLO COUNTY OF CAMDEN
TITLE DIAGRAM DP1267533

FIRST SCHEDULE

PRESFLOAT PTY LIMITED

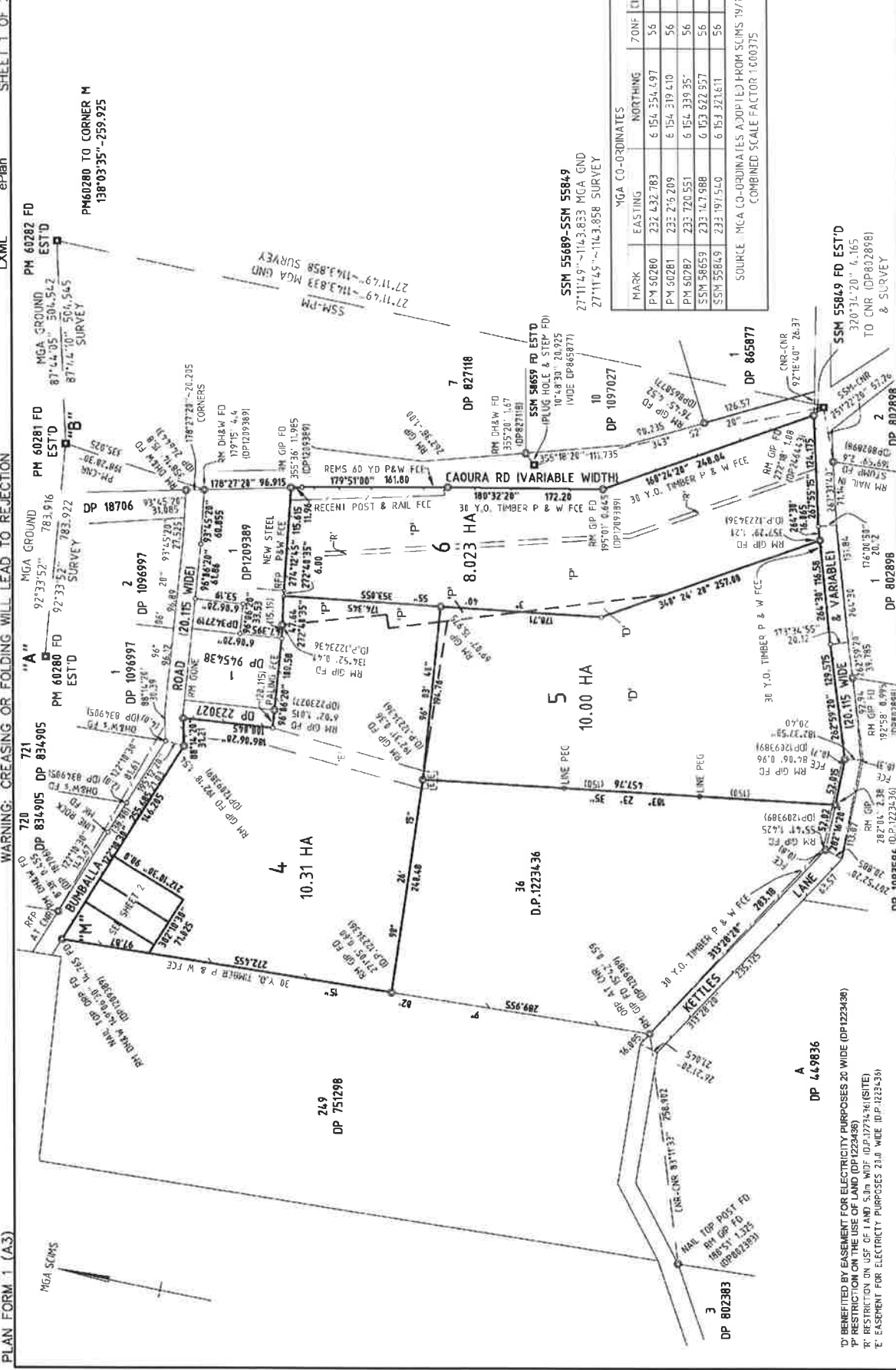
SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1223436 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1223436 EASEMENT FOR ELECTRICITY PURPOSES 20 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 4 AQ544314 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 15 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART SHOWN IN PLAN WITH AQ544314

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

REGISTERED LOCALITY: TALLONG
 REDUCTION RATIO 1:4000
 LENGTHS ARE IN METRES

L.G.A.: GOULBURN MULWAREE

PLAN OF SUBDIVISION OF LOTS 35, 37 & 38 IN DP 1223436

SURVEYOR: STEWART JOHN DIXON
DATE OF SURVEY: 23/11/2018
SURVEYORS REF: 51543.1

REGISTERED **9/10/2020**

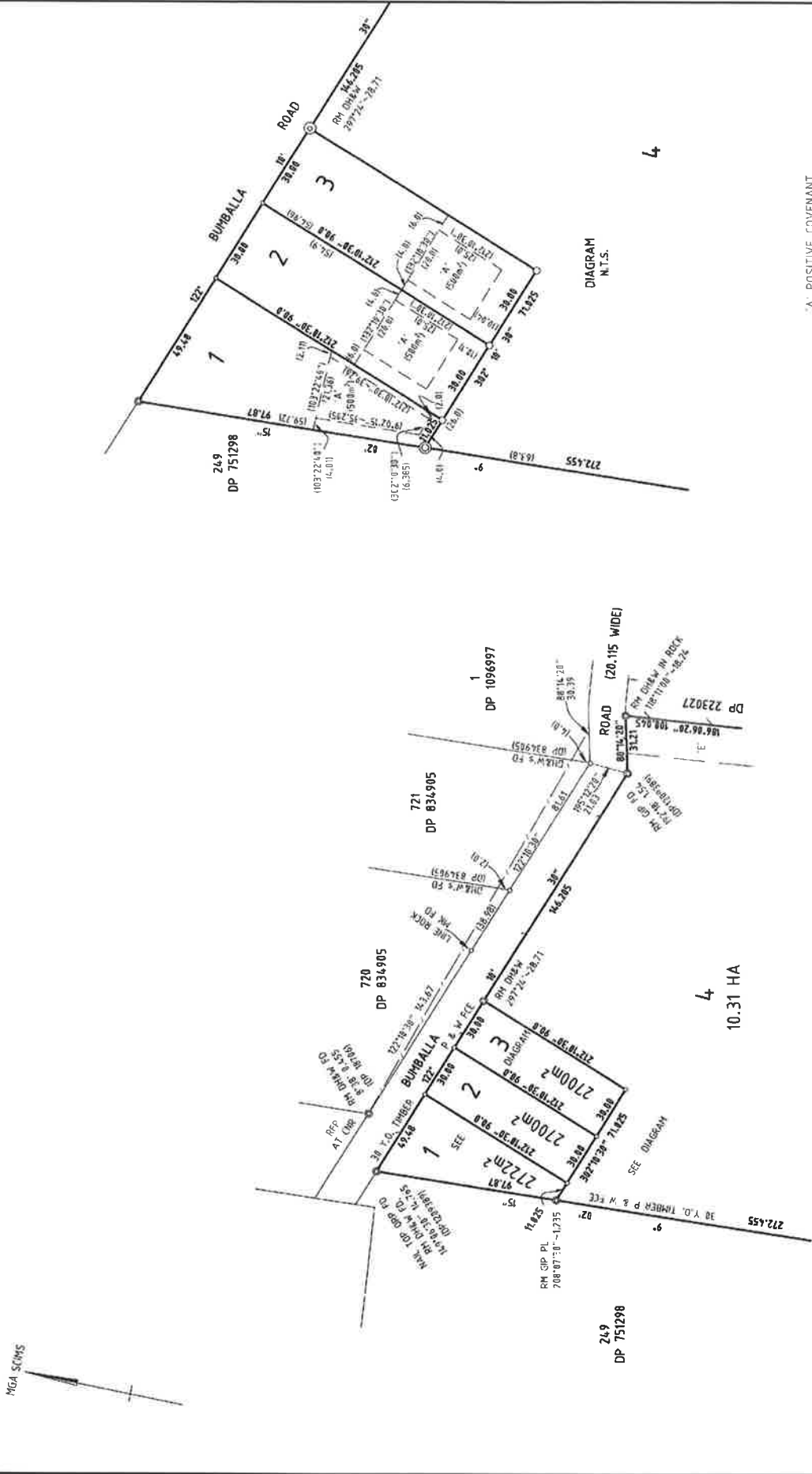
DP1267533

MARK	EASTING	NORTHING	70NF	CLASS	ORD
PM 60280	232 432.783	6 154 354.497	56	B	2
PM 60281	233 270.209	6 154 319.410	56	B	2
PM 60282	233 170.551	6 154 339.357	56	B	2
SSM 55659	233 171.988	6 153 622.957	56	C	3
SSM 55649	233 197.540	6 153 321.611	56	C	3

YGA CO-ORDINATES

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS 19/11/2018
 COMBINED SCALE FACTOR: 1.000375

Reg: R73070 / Doc: DP 1267533 P / Rev: 09-Oct-2020 / NSW LRS / Pgs: ALL / Ptt: 12-Oct-2020 13:38 / Seq: 1 of 5
 Office of the Registrar-General / Src: INFOPACK / Ref: 20374






E' EASEMENT FOR ELECTRICITY PURPOSES 20.0 WIDE (D.P.1223436)


A' POSITIVE COVENANT (EFFLUENT MANAGEMENT ENVELOPE)

<p>SURVEYOR: STEWART JOHN DIXON DATE OF SURVEY: 23/11/2018 SURVEYORS REF: 51543.1</p>	<p>PLAN OF SUBDIVISION OF LOTS 35, 37 & 38 IN DP 1223436</p>	<p>L.G.A: GOULBURN MULWAREE LOCALITY: TALLONG REDUCTION RATIO 1:2000 LENGTHS ARE IN METRES</p>	<p>REGISTERED  9/10/2020</p>
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DP1267533

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:  9/10/2020</p> <p>Title System: TORRENS</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 24pt;">DP1267533</p>	
<p>PLAN OF SUBDIVISION OF LOTS 35, 37 AND 38 IN DP1223436</p>	<p>LGA: GOULBURN MULWAREE</p> <p>Locality: TALLONG</p> <p>Parish: WINGELLO</p> <p>County: CAMDEN</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I STEWART JOHN DIXON, S.J.DIXON SURVEYORS PTY LTD of DX 21108 CRONULLA</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 23 NOVEMBER 2018, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'A' - 'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 23 /11/2018</p> <p>Surveyor Identification No: 946 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
<p>Plans used in the preparation of survey/compilation- DP1223436</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Dialna Day</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 109J <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Goulburn Mulwaree Council</u></p> <p>Date of endorsement: <u>30 June 2020</u></p> <p>Subdivision Certificate number: <u>SUB/0029/1920</u></p> <p>File number: <u>DA/0486/1516 & MODA/0022/1920</u></p> <p>*Strike through if inapplicable.</p>	
<p>Surveyor's Reference: 51543.1</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)


<p style="text-align: right;">Office Use Only</p> <p>Registered:  9/10/2020</p> <p>PLAN OF SUBDIVISION OF LOTS 35, 37 and 38 IN DP1223436</p> <p>Subdivision Certificate number: <u>SUB/0039/1920</u></p> <p>Date of Endorsement: <u>30 June 2020</u></p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 24pt;">DP1267533</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:
 1. POSITIVE COVENANT

Lot	Street number	Street name	Street type	Locality
1	100	BUMBALLA	STREET	TALLONG
2	98	BUMBALLA	STREET	TALLONG
3	96	BUMBALLA	STREET	TALLONG
4	82	BUMBALLA	STREET	TALLONG
5		KETTLES	LANE	TALLONG
6		CAOURA	ROAD	TALLONG

If space is insufficient use additional annexure sheet

Surveyor's Reference: 51543.1

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet <u>3</u> of 3 sheet(s)	
Office Use Only Registered:  9/10/2020	Office Use Only
PLAN OF SUBDIVISION OF LOTS 35, 37 and 38 IN DP1223436	DP1267533
Subdivision Certificate number: <u>SUB/0029/1920</u> Date of Endorsement: <u>30 JUNE 2020</u>	
This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	

Mortgagee under Mortgage No. AM126568
Signed at Sydney NSW this 7th day of September
2020 for National Australia Bank Limited ABN 12 004 044 937
by Marie Aisie its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 2 Attorney [Signature]
Witness Signature [Signature]
Witness Name Yann Chih
Witness Address 3/205 George St Sydney NSW

EXECUTED BY PRESFWAT PTY LIMITED
(ACN: 003 503 044) by

[Signature]
DIRECTOR
ANTHONY SIMPSON

[Signature]
SECRETARY
RODNEY SIMPSON

If space is insufficient use additional annexure sheet

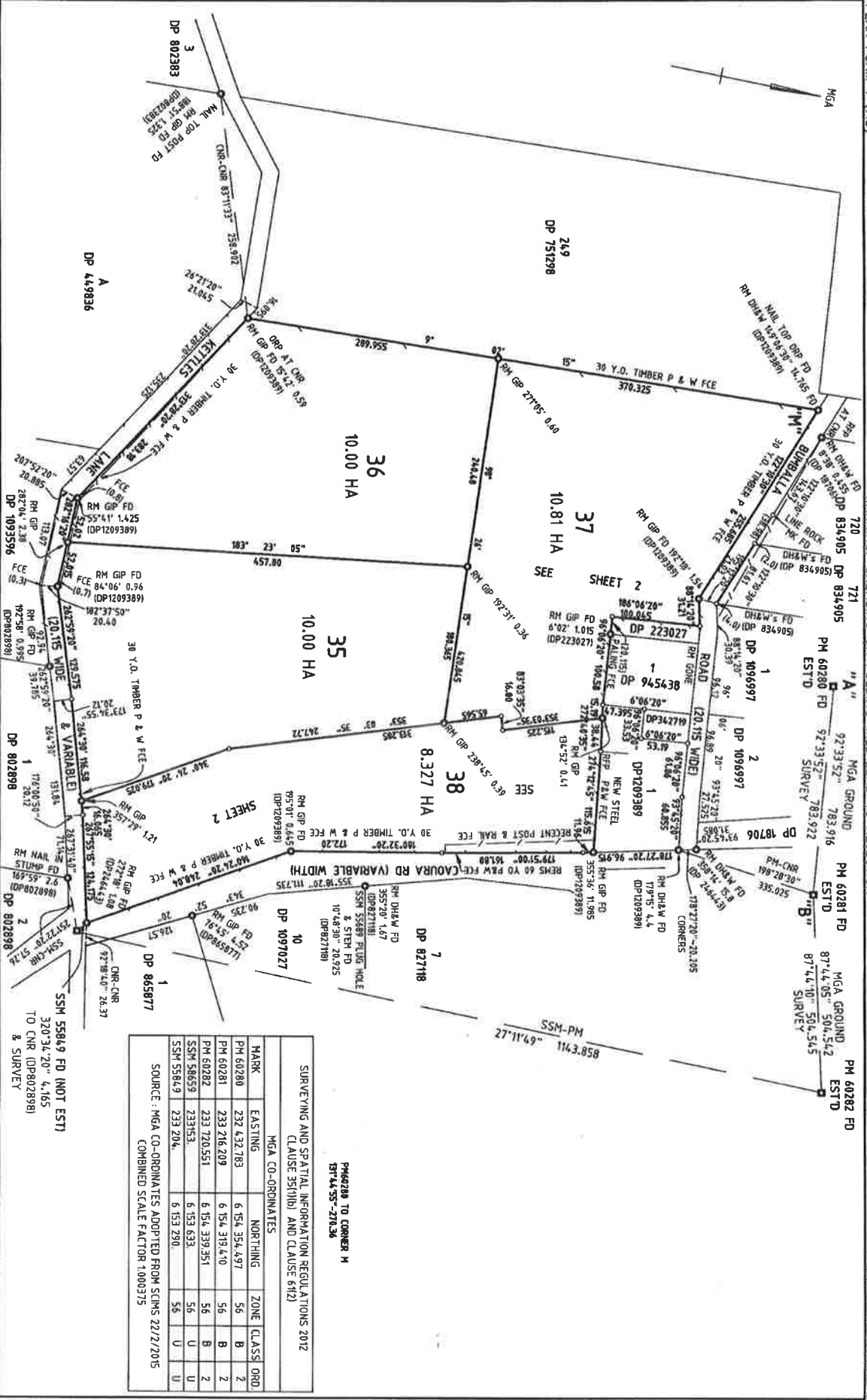
Surveyor's Reference: 51543.1

PLAN FORM 1 (A3)

DP-1223436

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 1 OF 2 SHEETS



SURVEYING AND SPATIAL INFORMATION REGULATIONS 2012
 (CLAUSE 55(1)(b) AND CLAUSE 6(1))

MARK	EASTING	NORTHING	ZONE	CLASS	ORD
	MGA CO-ORDINATES				
PM 60280	232 432.783	6 154 354.497	56	B	2
PM 60281	233 216.209	6 154 319.410	56	B	2
PM 60282	233 720.551	6 154 339.351	56	B	2
SSM 58659	233153	6 153 633	56	U	U
SSM 55849	233 204	6 153 290	56	U	U

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCINS 22/2/2015
 COMBINED SCALE FACTOR 1.000375

PM60280 TO CORNER H
 157°44'55"-270.36

SURVEYOR: STEWART JOHN DIXON
 DATE OF SURVEY: 01/06/2016
 SURVEYORS REF: 50271

**PLAN OF SUBDIVISION OF LOT 2
 IN DP 1209389**

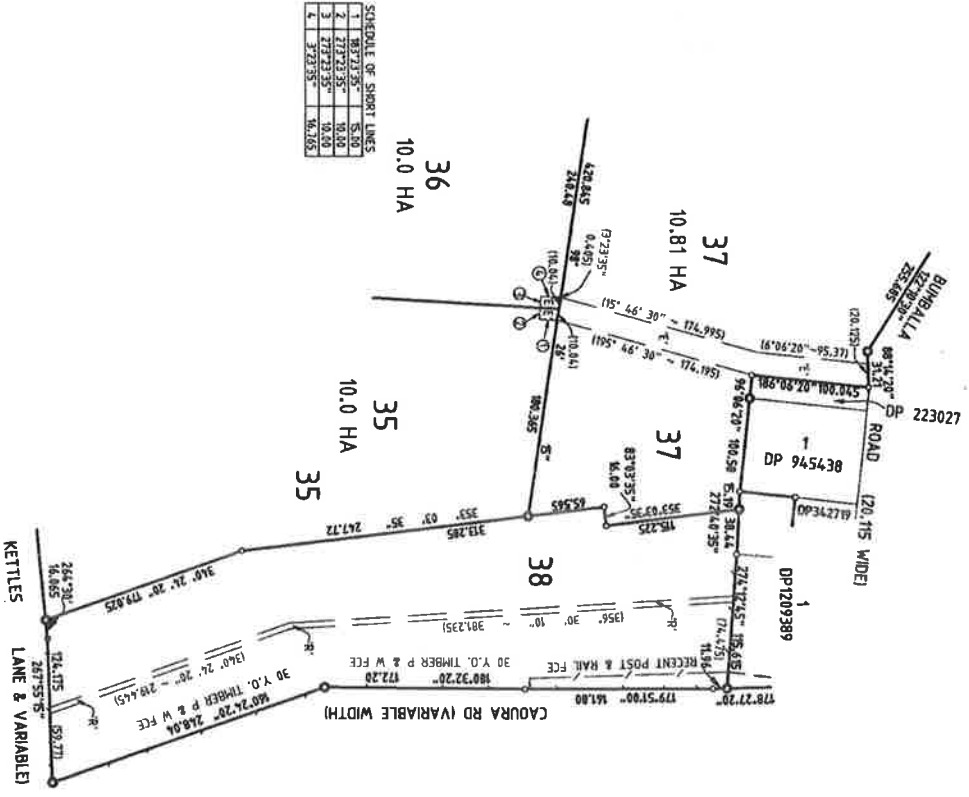
L.G.A: GOULBURN MULWARRIE
 LOCALITY: TALLONG SUB00054/15161
 SUBDIVISION NO: DA/0081/1516
 LENGTHS ARE IN METRES
 REDUCTION RATIO 1:4000

REGISTERED
 23.08.2016

DP1223436

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Table of mm



SCHEDULE OF SHORT LINES

1	185.71.55°	5.50
2	217.23.55°	10.00
3	217.23.55°	10.00
4	217.23.55°	10.00

SURVEYOR: STEWART JOHN DIXON
 DATE OF SURVEY: 01/06/2016
 SURVEYORS REF: 50271

**PLAN OF SUBDIVISION OF LOT 2
 IN DP 1209389**

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Table of mm

L.G.A: GOULBURN MULWARREE
 LOCALITY: TALLONG
 SUBDIVISION No: DA/2008/4516
 LENGTHS ARE IN METRES
 REDUCTION RATIO 1:4000

REGISTERED
 23.08.2016
 'R' RESTRICTION ON USE OF LAND 5.0m WIDE
 'E' EASEMENT FOR ELECTRICITY PURPOSES 20.0 WIDE

DP1223436

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
<p>Registered:  23.08.2016</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="text-align: center;">Office Use Only</p> <div style="text-align: center;">  DP1223436 S </div> <p style="text-align: right;">Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT 2 IN DP1209389</p>	<p>LGA: GOULBURN MULWAREE</p> <p>Locality: TALLONG</p> <p>Parish: WINGELLO</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, STEWART JOHN DIXON, S.J. DIXON SURVEYORS PTY. LTD., DX 21108 CRONULLA a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 1 June 2016</p> <p>*(b) The part of the land shown in the plan (being/excluding) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 1/6/2016</p> <p>Surveyor ID: 946</p> <p>Datum Line: 'A' - 'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Louise Wakefield</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Goulburn Mulwaree Council</u></p> <p>Date of endorsement: <u>20/07/16</u></p> <p>Subdivision Certificate number: <u>SUB/0054/1516</u></p> <p>File number: <u>DA/0081/1516</u></p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation:</p> <p style="text-align: center;">DP1209389</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: 50271</p>	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:  23.08.2016
 Office Use Only

Use Only
DP1223436

PLAN OF SUBDIVISION OF LOT 2 IN
 DP1209389

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SUB/0054/1516
 Date of Endorsement: 20/07/16

Pursuant to Section 88B of the Conveyancing Act, 1919, it is intended to create:

1. Restrictions on the Use of Land.
2. Easement for Electricity Purposes, 20 wide.

Lot	Street number	Street name	Street type	Locality
35	28	Kettles	Lane	Tallong
36	64	Kettles	Lane	Tallong
37	82	Bumballa	Road	Tallong
38	32	Caoura	Road	Tallong

Executed by Presfloat Pty. Limited
 ACN 003 503 044


 RODNEY SIMPSON
 Secretary


 ANTHONY SIMPSON
 Director

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50271

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



(Sheet 1 of 1 sheets)

DP1223436 B

Plan of Subdivision of Lot 2 in DP1209389 covered by Subdivision Certificate No. ~~DA1008414516~~

SUB 100 54 / 1 516

Full name and address of the owner of the land:

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on the Use of Land	38	Goulburn Mulwaree Council
2	Easement for Electricity Purposes 20 wide	35 & 37 36 & 37	36 35

PART 2

TERMS OF RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

- No building or structures are to be constructed within the area of the Restrictions on the Use of Land.
- Any fencing within the area of the Restrictions on the Use of Land shall be constructed to allow for the free flow of stormwater.

Name of Authority having the power to release, vary or modify the Restrictions on the use of Land firstly referred to is Goulburn Mulwaree Council.

Signature of Registered Proprietor:

EXECUTED ON BEHALF OF THE CORPORATION NAMED BELOW BY THE AUTHORIZED PERSONS WHOSE SIGNATURES APPEAR BELOW PURSUANT TO THE AUTHORITY SPECIFIED

CORPORATION: PRESFLOAT PTY LIMITED
 AUTHORITY: SECTION 127 OF THE CORPORATIONS ACT 2001
 ACN 003 503 044

Registered Proprietor *Anthony Simpson*
 (DIRECTOR)

Registered Proprietor *Rodney Simpson*
 (SECRETARY)

Registered Proprietor

Approved by Goulburn Mulwaree Council

Louise Wakefield
 Authorised Officer
 Louise Wakefield

88B 50271

REGISTERED 23.08.2016

Lodger Details

Lodger Code 502037
Name SIMPSON PARTNERS LAWYERS
Address PO BOX 555
CRONULLA 2230
Lodger Box 1W
Phone
Email
Reference 20464

Land Registry Document Identification

AQ544314

Transfer Granting Easement Over Own Land

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes

Land

5/1267533
6/1267533

Applicant

PRESFLOAT PTY LIMITED ACN 003503044
Registered company

Affirmation Statement

The Certifier certifies that the attachment is a true copy of the Instrument, a duly executed version of which has been retained by the Certifier.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of PRESFLOAT PTY LIMITED
Signer Name CAROLINE ALEXANDRA MARY SIMPSON
Signer Organisation SIMPSON PARTNERS LAWYERS PTY LTD
Signer Role PRACTITIONER CERTIFIER
Execution Date 10/11/2020

Form: 01TO
 Releasee: 2.2

**TRANSFER GRANTING
 EASEMENT ETC
 OVER OWN LAND**
 New South Wales
 Section 46A Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

AQ544314N

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	Servient Tenement 5/1267533		Dominant Tenement 6/1267533	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Simpson Partners Lawyers DX 21104 Cronulla		CODE TO
	1W	Email: rods@simpsonpartners.com.au	Reference: 20464	
(C) REGISTERED PROPRIETOR	of both the dominant and the servient tenements referred to at (A) PRESFLOAT PTY LIMITED ACN 003 503 044			
(D) DESCRIPTION	of the easement RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 15.0m WIDE as shown in the plan in Annexure 'A'			
(E) MORTGAGE / CHARGE / COVENANT CHARGE (If any)	affecting the servient / dominant tenement referred to at (A)			
	Number AM126568	Torrens Title 6/1267533 and 5/1267533	Type of Instrument Mortgage	Mortgagee / chargee / covenant chargee National Australia Bank Limited

I, Rodney Simpson, wife
 duly authorised to make this alteration
 30/11/2020

The abovementioned registered proprietor of both the dominant and the servient tenements referred to above hereby grants
 (F) AN EASEMENT out of the servient tenement and appurtenant to the dominant tenement in the terms specified above at (D).

(G) DATE

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: PRESFLOAT PTY LIMITED ACN 003 503 044
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: Rodney Simpson
 Office held: Secretary

Signature of authorised person:

Name of authorised person: Anthony Simpson
 Office held: Director

I certify that I am an eligible witness and that the person signing opposite signed this dealing in my presence.
 [See note* below].

Signature of witness:

Name of witness:
 Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the person named below who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: Mark Algie
 Signing on behalf of: National Australia Bank Limited
 Power of attorney-Book: 4512
 -No.: 39

* s117 RP Act requires that you must have known the signatory for more than 12 months or have signed identifying documentation.



National Australia Bank Limited
ABN 12 004 044 937

CONSENT TO TRANSFER GRANTING EASEMENT ETC OVER OWN LAND

Annexure to Transfer Granting Easement etc Over Own Land

THIS IS AN ANNEXURE TO TRANSFER GRANTING EASEMENT ETC OVER OWN LAND WITH
PRESFLOAT PTY LIMITED AS REGISTERED PROPRIETOR

Servient Tenement 5/1267533

Dominant Tenement: 6/1267533

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage
Registered No. AM1267533 hereby consents to the within **Transfer Granting Easement etc Over Own
Land** but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at 255 George St Sydney this 29th day of October 2020.

SIGNED SEALED AND DELIVERED)
for and on behalf of **NATIONAL**)
AUSTRALIA BANK LIMITED)
ABN 12 004 044 937 by its Attorney)
who holds the position of)
Level 1 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:)

*I, Rodney Simpson, are duly
authorised to make this alteration
30/11/2020*



Witness Signature



Attorney Signature

LIANN CHIN

Print Name

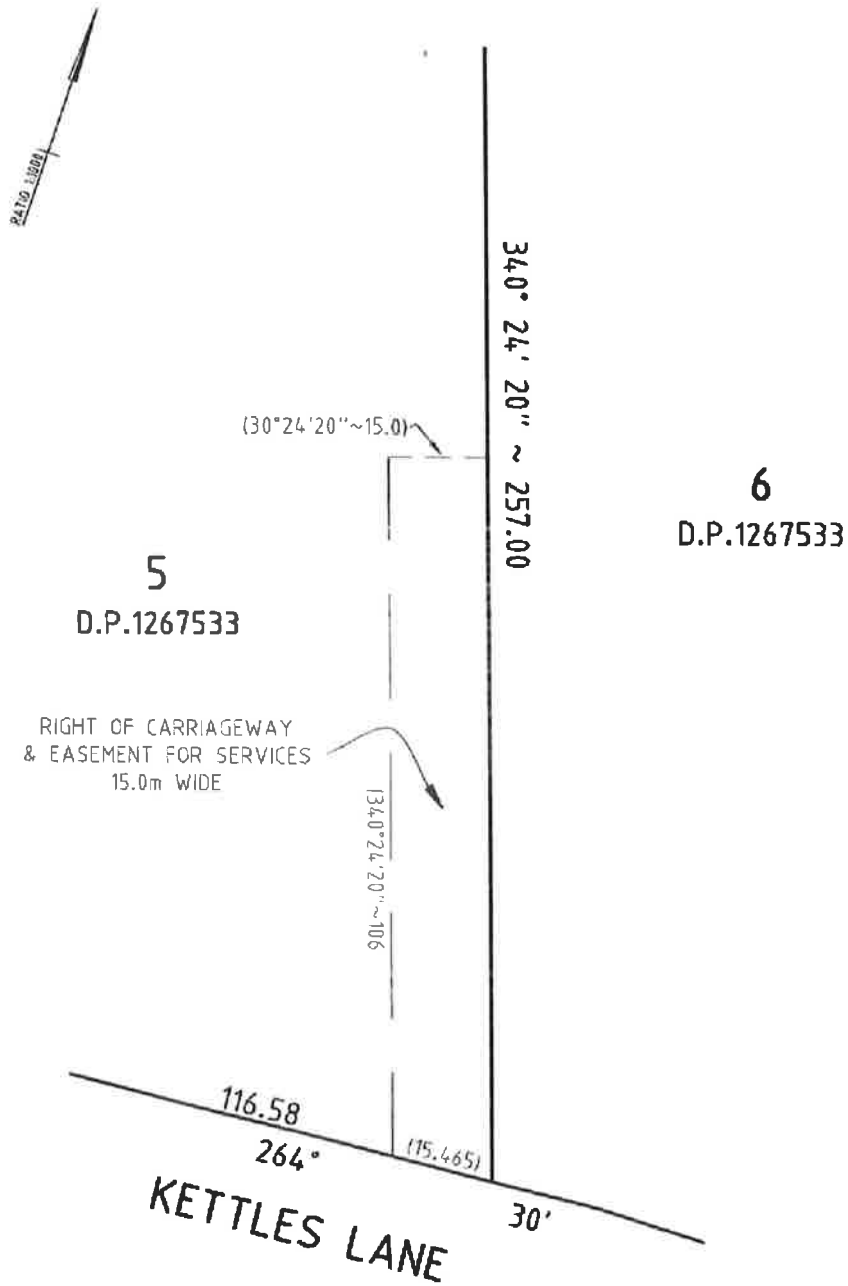
Mark Algie

Print Name

Address of
witness : Level 3
255 George St
Sydney NSW

ANNEXURE 'A'

PLAN OF RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 15m WIDE WITHIN LOT 5 IN D.P.1267533



S.J.DIXON SURVEYORS PTY LTD
REF: 53014 01/10/2020

Form: 01TCV
 Release: 4-3

①

TRANSFER INCLUDING COVENA

New South Wales
 Real Property Act 1900



AQ643280B

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises required by this form for the establishment and maintenance of the Real Property Register. Section 30B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Insert Duties Assessment No. as issued by Revenue NSW Office.

Duties Assessment No. 9941885-001

6/1267533 5/1267533 ✓



Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
390G	SPECTRUM CLIENT SOLUTIONS 131493N Email: _____ Reference: <u>FFC - Helou</u>	TV

(C) **TRANSFEROR**

PRESFLOAT PTY LIMITED ACN 003 503 044 ✓

- (D) The transferor acknowledges receipt of the consideration of \$ 640,000.00 and as regards the land specified above transfers to the transferee an estate in fee simple
 (E) and the TRANSFEREE covenants with the TRANSFEROR as set out in schedule 1 hereto.
 (F) Encumbrances (if applicable):

(G) **TRANSFEEE**

Helou Super Property Pty Ltd ACN 636 192 811 ✓

- (H) **TENANCY:**

DATE

- (I) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: PRESFLOAT PTY LIMITED ACN 003 503 044
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

[Handwritten Signature]

Signature of authorised person:

[Handwritten Signature]

Name of authorised person: Rodney Simpson
 Office held: Secretary

Name of authorised person: Anthony Simpson
 Office held: Director

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: HELOU SUPER PROPERTY PTY LTD ACN 636 192 811
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

[Handwritten Signature]

Signature of authorised person:

[Handwritten Signature]

Name of authorised person: George Helou
 Office held: Director

Name of authorised person: Bashira Helou
 Office held: Director

- (J) The transferee's agent certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. 2216631 Full name: Alex Doeran Signature: *[Handwritten Signature]*

(K) SCHEDULE 1 TO TRANSFER:

(L) Dated:

From: PRESFLOAT PTY LIMITED ACN 003 503 044

To: HELOU SUPER PROPERTY PTY LTD ACN 636 192 811

(M) Land benefited by covenant: ~~5/1267533~~ 6/1267533

Land burdened by covenant: ~~6/1267533~~ 5/1267533

(N) Terms of the covenant:

The Transferee, its executors, administrators, assigns, occupiers and successors in title covenant with the Transferor, its executors, administrators, assigns, and successors in title:

(1) ~~will~~ ^{will} not object to, and ~~to~~ permit, the installation of a road and related works in the area (the "Easement Area") the subject of the easements set out in document with registration number ~~AQ544314~~ ^{AQ544314} (the "Prior Registered Easement") in accordance with the requirements of the development consent issued by Goulburn Mulwaree Council No. DA/0068/1617 as modified by MODDA/022/1920 and as further ^{modified} from time to time (the "DA Consent");

(2) ~~will~~ not object to, and will permit the installation of gates and fencing of the Easement Area in accordance with the requirements of the DA Consent;

(3) ~~it~~ will, promptly, on request by the Transferor or its executor, administrator, assign, or successor in title (the "Requestor"):

(3.1). duly execute and provide to the Requestor a transfer granting easement, s88B instruments or any other document required or desired by the Requestor (in the form required or desired by the Requestor) in seeking to satisfy the requirements of the DA Consent in relation to the creation or modification of an easement for the right of carriageway and easement for services 15m wide over the Easement Area pursuant to condition 27 and other conditions of the DA Consent and the registration of that easement with the NSW Land Registry Services (or successor thereof);

(3.2). procure the written consent of any mortgagee and any other person required or desired by the Requestor (in the form required or desired by the Requestor) to permit the registration of the easement referred to in paragraph numbered (3.1). above;

(3.3). procure the person or entity holding the certificate of title to the land burdened by this covenant set out in this instrument lodge such title with the NSW Land Registry Services (or successor thereof) and otherwise permit the registration of the easements referred to in paragraph numbered (3.1). above; and


(3.4). duly execute and provide to the Requestor a document required or desired by the Requestor to cancel the registration of the easements set out in the Prior Registered Easement document; and

(4) ~~it~~ will not sell, transfer or otherwise assign the area of the property relating to the Easement Area at any time before the date ~~36~~ ³⁰ months after the date on which this document is registered with the NSW Land Registry Services (or successor thereof) and, thereafter, where the easement referred to in paragraph numbered (3.1). has not been registered, it will procure that, before any such sale, transfer or assignment occurs, any purchaser, transferee or assignee will enter into a deed with the Transferor, or its executor, administrator, assign, or successor in title, as relevant, (in the form required or desired by the relevant Transferor or executor, administrator, assign, or successor in title of the Transferor) through which the purchaser, transferee or assignee covenants with the the Transferor, or its executor, administrator, assign, or successor in title, as relevant, that it will comply with the covenants set out in this this document as if it were the Transferee.

(O) Signature of witness: 

Signature of transferor: 

Signature of witness: 

Signature of transferee: 
George Helou & Bashiro Helou



Goulburn Mulwaree Council
Civic Centre
184 - 194 Bourke Street
Goulburn NSW 2580
Locked Bag 22
t (02) 4823 4444
e council@goulburn.nsw.gov.au
www.goulburn.nsw.gov.au

Contact: Planning & Environment

Simpson Partners Business Lawyers
PO Box 555
CRONULLA NSW 2230

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

Receipt No.: 334734
Applicant's Reference: 21362
Certificate No: PLAN/1401/2021

DESCRIPTION OF PROPERTY

Address: Caoura Road TALLONG NSW 2579
Legal Description: Lot 6 DP 1267533 Parish Wingello

1 Names of relevant planning instruments and DCP's

(1) The name of each environmental planning instrument that applies to the development on the land.

State Environmental Planning Policies (SEPP)

<i>SEPP No. 21 – Caravan Parks</i>	<i>SEPP (Building Sustainability Index: BASIX) 2004</i>
<i>SEPP No. 33 – Hazardous and Offensive Development</i>	<i>SEPP (Exempt and Complying Development Codes) 2008</i>
<i>SEPP No. 36 – Manufactured Home Estates</i>	<i>SEPP (Housing for Seniors or People with a Disability) 2004</i>
<i>SEPP No. 50 – Canal Estate Development</i>	<i>SEPP (Infrastructure) 2007</i>
<i>SEPP No. 55 – Remediation of Land</i>	<i>SEPP (Mining, Petroleum Production and Extractive Industries) 2007</i>
<i>SEPP No. 64 – Advertising and Signage</i>	<i>SEPP (Koala Habitat Protection) 2020</i>
<i>SEPP No. 65 - Design Quality of Residential Apartment Development</i>	<i>SEPP (State & Regional Development) 2011</i>
<i>SEPP No. 70 – Affordable Housing (Revised Schemes)</i>	<i>SEPP (State Significant Precincts) 2005</i>
<i>SEPP (Concurrences and Consents) 2018</i>	<i>SEPP (Affordable Rental Housing) 2009</i>
<i>SEPP (Primary Production and Rural Development) 2019</i>	<i>SEPP (Educational Establishments and Child Care Facilities) 2017</i>
<i>SEPP (Koala Habitat Protection) 2021</i>	<i>SEPP (Sydney Drinking Water Catchment) 2011</i>
<i>SEPP (Vegetation in Non-Rural Areas) 2017</i>	

Local Environmental Plan (LEP)

Goulburn Mulwaree Local Environmental Plan 2009

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

<p>Draft Amendments to the Goulburn Mulwaree Local Environmental Plan 2009</p> <p><i>Draft Goulburn Mulwaree Local Environmental Plan 2009 (B6 Enterprise Corridor and Currawang)</i></p> <ul style="list-style-type: none"> This amendment only affects: Lot 12 DP 581011, Lot 1 DP 995523, Lot 1 DP 38459, Lots 1 and 2 DP 1196725, Lots 2-6 DP 38459, Lot 22 DP 1113506, Lots 1 and 2 DP 845895, Lots 1 and 2 DP 153553, Lot Y DP 160746, Lot 33 DP 1062014, Lot B DP 152471, Lot A DP 163373, Lot 1 DP 841582, Lot 43 DP 28002, Lot 1 DP 1062993, Lots 1 and 2 DP 28002, Lot B DP 332337, Lot 51 DP 419287, Lot 20 DP 522273, Lot 1 DP 17363, Lots 131,141, 150, 154, 190 and 204 DP750047, Lot 1 DP 1259043, and Lot 1 DP 590583 <p><i>Draft Goulburn Mulwaree Local Environmental Plan 2009 (37 Ross Street and 23 Brewer Street, Goulburn)</i></p> <ul style="list-style-type: none"> This amendment only affects Lots 100 and 101 DP 1214244 <p><i>Draft Goulburn Mulwaree Local Environmental Plan 2009 (Racecourse Drive, Goulburn)</i></p> <ul style="list-style-type: none"> This amendment only affects Lots 1 and 2 DP 1225883, Lots 2, 3, 4 and 5 DP 1047328, Lots 1 and 2 DP 1081406, Lots 11 and 12 DP 1184187, Lots 84, 85, 86, 87 and 88 DP 1090102, Lots 1 and 2 DP 1114744, Lots 81 and 82 DP 1061444, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 DP 1269481 <p><i>Draft Goulburn Mulwaree Local Environmental Plan 2009 (Housekeeping Amendments to Local and State Heritage Listed Items)</i></p> <ul style="list-style-type: none"> This amendment is Local Government Area wide. Refer to the Goulburn Mulwaree Council web site www.goulburn.nsw.gov.au under the "Public Exhibition" section to see if your property is affected. <p><i>Proposed Natural Disasters Clause</i></p>
<p>Draft State Environmental Planning Policies (SEPP's)</p> <p><i>Draft Environment SEPP</i></p> <p><i>ISEPP – Amendment – Health Infrastructure</i></p> <p><i>Explanation of Intended Effect - Housing Diversity SEPP</i></p> <p><i>Explanation of Intended Effect – Design and Place SEPP</i></p> <p><i>Explanation of Intended Effect – Agri-tourism and small scale agriculture development</i></p> <p><i>Explanation of Intended Effect – Remediation of Land SEPP</i></p> <p><i>Explanation of Intended Effect – Building Business Back Better (data centres, industrial and commercial development)</i></p> <p><i>Explanation of Intended Effect – Proposed amendments to clause 4.6 of the Standard Instrument LEP</i></p> <p><i>Explanation of Intended Effect – Review of SEPP (Educational Establishments and Child Care Facilities) 2017</i></p> <p>For further information please visit the Planning NSW and NSW Planning Portal web sites: https://www.planning.nsw.gov.au/Policy-and-Legislation/State-Environmental-Planning-Policies-Review https://www.planningportal.nsw.gov.au/exhibition</p>

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Goulburn Mulwaree Development Control Plan 2009

- (4) In this clause, proposed environmental planning instruments includes a planning proposal for a LEP or a draft environmental planning instrument.

2 Zoning and land use under relevant LEP's

- (a) The identity of the zone is RU5 Village
 RU6 Transition
 under the *Goulburn Mulwaree Local Environmental Plan 2009*.
- (b) The purposes for which the plan or instrument provides that development may be carried out within the zone without the need for development consent.
- (c) The purposes for which the plan or instrument provides that development may not be carried out within the zone except with development consent.
- (d) The purposes for which the plan or instrument provides that development is prohibited within the zone.

The answers for parts (b) to (d) are set out in the land use table below:

Zone RU5 Village

1 Objectives of zone

- To provide for a range of land uses, services and facilities that are associated with a rural village.
- To protect and enhance the quality of water received by surface water and groundwater water sources and reduce their degradation.

2 Permitted without consent

Home occupations; Roads.

3 Permitted with consent

Centre-based child care facilities; Community facilities; Dwelling houses; Light industries; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Schools; Tank-based aquaculture; Any other development not specified in item 2 or 4.

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Correctional centres; Crematoria; Eco-tourist facilities; Electricity generating works; Extractive industries; Farm stay accommodation; Freight transport facilities; Heavy industrial storage establishments; Helipads; Home occupations (sex services); Industrial training facilities; Industries; Liquid fuel depots; Marinas; Mooring pens; Open cut mining; Pond-based aquaculture Restricted premises; Rural industries; Rural workers' dwellings; Sex services premises; Specialised retail premises; Storage premises; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities.

Zone RU6 Transition

1 Objectives of zone

- To protect and maintain land that provides a transition between rural and other land uses of varying intensities or environmental sensitivities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.

2 Permitted without consent

Environmental facilities; Environmental protection works; Extensive agriculture; Home occupations; Roads.

3 Permitted with consent

Backpackers' accommodation; Bed and breakfast accommodation; Cellar door premises; Dwelling houses; Farm stay accommodation; Home industries; Kiosks; Landscaping material supplies; Markets; Oyster aquaculture; Plant nurseries; Roadside stalls; Rural supplies; Tank-based aquaculture; Timber yards; Any other development not specified in item 2 or 4.

4 Prohibited

Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments;

SECTION 10.7 (2) PLANNING CERTIFICATE PLAN/1401/2021

Attached dwellings; Boat building and repair facilities; Business premises; Camping grounds; Caravan parks; Crematoria; Dual occupancies; Electricity generating works; Exhibition homes; Exhibition villages; Group homes; Heavy industrial storage establishments; Heavy industries; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Intensive livestock agriculture; Intensive plant agriculture; Livestock processing industries; Marinas; Mooring pens; Mortuaries; Multi dwelling housing; Passenger transport facilities; Pond-based aquaculture Recreation facilities (major); Registered clubs; Residential flat buildings; Restricted premises; Retail premises; Rural workers' dwellings; Sawmill or log processing works; Semi-detached dwellings; Seniors housing; Service stations; Sex services premises; Shop top housing; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies.

- (e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

Yes.

There is a minimum allotment size of 10ha for the land zoned RU6 for the erection of a dwelling in certain rural and environmental 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.

- (f) Whether the land includes or comprises critical habitat.

No. The land does not include or comprise critical habitat.

- (g) Whether the land is located in a heritage conservation area.

The land is not within a heritage conservation area.

- (h) Whether an item of environmental heritage is situated on the land.

An item of environmental heritage is not situated on the land.

2A Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

Not applicable to the Goulburn Mulwaree Local Government Area.

3 Complying development

Whether or not the land to which the certificate relates is land on which complying development may be carried out under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*?

Housing Code

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

The Inland Code applies to the land.

The land is unsewered land to which *State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011* 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 250m²).

Low Rise Housing Diversity Code

No. Complying development under the Low Rise Housing Diversity 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 (Sydney Drinking Water Catchment) 2011* 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 250m²).

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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 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 (Sydney Drinking Water Catchment) 2011* 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 250m²).

Rural Housing Code

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

The Inland Code applies to the land.

The land is unsewered land to which *State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011* 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 250m²).

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 (Sydney Drinking Water Catchment) 2011* 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 250m²).

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 (Sydney Drinking Water Catchment) 2011* 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 250m²).

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

No. Complying development under the Commercial and Industrial (New Buildings and Additions) 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 a lot to which the Housing Code, Rural Housing Code, Housing Alterations Code, General Development Code, Commercial and Industrial Alterations Code or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008 applies, complying development may be carried out on any part of the lot that is not affected by the provisions of Clause 1.19 of that Policy.

4B 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.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*.

No.

6 Road widening and road realignment

Whether or not the land is affected by Road widening or road realignment under:

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

No.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by Policy:

- (a) adopted by the council, or
- (b) adopted by any other public authority,

that restricts development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

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

7A Flood related development controls information

- (1) Whether or not development on the land or part of the land for the purpose of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purpose of group homes or seniors housing) is subject to flood related development controls.

No.

Note: This land is outside the flood planning area on the flood planning map referred in Clause 7.1 *Goulburn Mulwaree Local Environmental Plan 2009*. The land may also be outside the flood study area referred to in the *Wollondilly and Mulwaree Rivers Flood Study 2003*. If so, Council has not undertaken a flood study outside the flood study on the land. You should make your own enquiries as to the potential for periodic inundation and flooding events.

Note: This land is outside the flood study area referred to in the *Wollondilly and Mulwaree Rivers Flood Study 2016*. Council has not undertaken a flood study on the land. You should make your own enquiries as to the potential for periodic inundation and flooding events.

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No.

Note: This land is outside the flood planning area on the flood planning map referred in Clause 7.1 *Goulburn Mulwaree Local Environmental Plan 2009*. The land may also be outside the flood study area referred to in the *Wollondilly and Mulwaree Rivers Flood Study 2003*. If so, Council has not undertaken a flood study on the land. You should make your own enquiries as to the potential for periodic inundation and flooding events.

Note: This land is outside the flood study area referred to in the *Wollondilly and Mulwaree Rivers Flood Study 2016*. Council has not undertaken a flood study on the land. You should make your own enquiries as to the potential for periodic inundation and flooding events.

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the Act?

No.

9 Contribution plans

The name of each contributions plan applying to the land.

*Goulburn Mulwaree Section 94 Contributions Plan 2009 and/ or Section 94A Development Contributions Plan 2009**

* The *Goulburn Mulwaree Local Infrastructure Contributions Plan 2021* (s.7.11 and s.7.12 plan) commences on 1 June 2021 and repeals the above two Plans upon its commencement.

The land may be affected by any of the following plans under Section 64 of the *Local Government Act 1993*:

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

9A Biodiversity certified land

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

No. 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 Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

10 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to the effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

No. 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 Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

10A Native vegetation clearing set asides

If the land contains a set aside area under Section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by the Local Land Services or it is registered in the public register under that section).

No. Council has not been notified that the land contains an area set aside under Section 60ZC of the *Local Land Services Act 2013*.

11 Bush fire prone land

Whether or not some or all of the land is bush fire prone land.

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

12 Property vegetation plans

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

Council is not aware of a property vegetation plan under the *Native Vegetation Act 2003* relating to the land.

13 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether an order under the *Trees (Disputes Between Neighbours) Act 2006* has been made 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.

14 Directions under Part 3A

Whether there is a direction by the Minister in force under the former Section 75P (2) (c1) of the Act.

No direction is in force.

15 Site compatibility certificates and conditions for seniors housing

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

- (a) Whether or not Council is aware of a current site compatibility certificate (seniors housing), in respect of the proposed development on the land.

Council is not aware of any current site compatibility certificates (seniors housing) in respect of proposed development on the land.

- (b) Whether or not any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after October 2007 in respect of the land.

No terms referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* have been imposed as conditions of consent to a development application for the land granted after 11 October 2007.

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

Whether or not Council is aware of a valid site compatibility certificate in respect of proposed development on the land.

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Council is not aware of any valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments) in respect of proposed development on the land.

17 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether or not Council is aware of a current site compatibility certificate (affordable rental housing) in respect of proposed development on the land.

Council is not aware of any current site compatibility certificate (affordable rental housing) in respect of proposed development on the land.

- (2) Whether or not any terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

No terms referred to in clause 17(1) or 37(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* have been imposed as conditions of consent to a development application in respect of the land.

18 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of *Environmental Planning and Assessment Regulation 2000*.

Not applicable.

19 Site verification certificates

Whether or not Council is aware of a current site verification certificate, in respect of the land.

Council is not aware of a current site verification certificate in respect of the land.

20 Loose-fill asbestos insulation

Whether or not the land includes any residential premises (as defined in Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on a register of residential premises that contain or have contained loose-fill asbestos insulation.

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

21 Affected Building Notices and Building Product Orders

- (1) Whether or not there is any affected building notice of which Council is aware that is in force in respect to the land.

Council is not aware of any affected building notice that is in force in respect of the land.

- (2) (a) Whether there is any building product rectification order of which Council is aware that is in force in respect of the land and has not been fully complied with.

Council is not aware of any affected building notice that is in force in respect of the land.

- (b) Whether any notice of intention to make a building product rectification order of which Council is aware has been given in respect of the land and is outstanding.

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Council is not aware of any intention to make a building product rectification order in respect of the land and is outstanding.

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.

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.

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.

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.

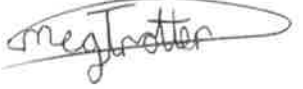
The land is not subject to an ongoing maintenance order as at the date this certificate is issued.

- (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.

The land is not the subject of a site audit statement as at the date this certificate is issued.

Legislation and Environmental Planning Instruments including *Goulburn Mulwaree Local Environmental Plan 2009* and the *Standard Instrument (Local Environmental Plans) Order 2006* can be found at www.legislation.nsw.gov.au

Date of Certificate
10 May 2021


for **Warwick Bennett**
General Manager
Goulburn Mulwaree Council

**Notice to Prospective Purchasers/Residents of
Urban 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 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.

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 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 noise or amenity impact. Intending purchasers are advised that legitimate land uses in urban areas may include, but are not limited to:

- 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

In addition to the above, 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.

**Notice to Prospective Purchasers/Residents of
Rural Land in the Goulburn Mulwaree Local Government Area**

Goulburn Mulwaree Council supports the rights of persons to carry out legitimate rural and agricultural uses and practices on rural land.

Goulburn Mulwaree Council will not support any action to unreasonably interfere with the legitimate rural and agricultural use of the land, where such activities or uses are carried out in accordance with industry standards, relevant regulations or approvals. Council wishes to point out that some rural activities will have required formal consent of Council and/or Government Agencies.

Legitimate activities are not limited to those listed and prospective purchasers are advised that they should be aware of them at the time of purchasing land. Many rural and agricultural practices, by necessity, are carried out very early in the morning or late into the evening. Intending purchasers are advised that legitimate rural and agricultural uses of the land may include:

- Abattoir operations
- Intensive livestock farming
- Dairies
- Livestock waste disposal systems
- Stockyard activities.
- Animal husbandry practices (castration, dehorning, mulesing etc.)
- The presence of 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 receival operations
- Transportation of rural produce
- Fodder conservation
- Chaff cutting operations
- Silage productions
- The 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.

In addition to the above, Council also wishes to highlight the land management responsibilities. In particular weeds management that accompany the ownership of rural land. In this regard, it is advisable to become familiar with Council's 'Rural Living Handbook' to ensure these responsibilities are met. The handbook is available on Council's website at www.goulburn.nsw.gov.au/Development/Plans-Strategies or in hard copy at Customer Service.