

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Flemings Property Services Pty Ltd 34 Marsden Street, Boorowa NSW 2586	Phone: 02 6385 3337 Fax: 02 6385 3339 Ref:
co-agent		
vendor	HILLTOPS COUNCIL ABN: 92 613 026 544 Council Chambers, 3 East Street, Harden NSW 2587 Pursuant to section 713 of Local Government Act 1993	
vendor's solicitor	MCANENY LAWYERS SUTHERLAND PO Box 373 Sutherland NSW 1499	Phone: 02 9545 3115 Fax: Ref: 11867 Email: murraycr@oscollections.com.au
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	SPRINGVALE RD FROGMORE NSW 2586 Lot 1 Deposited Plan 130617	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$
balance	\$ (10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)
buyer's agent	

vendor

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

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

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

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

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

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

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

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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

Conditions of sale of land by auction

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the *Property, Stock and Business Agents Regulation 2014* and section 68 of the *Property, Stock and Business Agents Act 2002*:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - c) The highest bidder is the purchaser, subject to any reserve price;
 - d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - f) A bidder is taken to be a principal unless before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - g) A bid cannot be made or accepted after the fall of the hammer;
 - h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
-

- (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf seller or announce 'vendor bid'.
- 3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - a) More than one vendor bid may be made to purchase interest of a co-owner;
 - b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

Additional clauses forming part of this contract

between: Hilltops Council ABN 92 613 026 544 (vendor)

and: (purchaser)

32 Clause 24.3.3 of this contract is deleted.

Real Estate Agents

33 The purchaser was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's 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 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.

Notice to Complete

34 Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by the vendor to the purchaser under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

34.1 The vendor shall be at liberty at any time prior to the expiration of the Notice to withdraw the Notice without prejudice to their continuing right to give any further such notice.

Late completion Liquidated Damages

35 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 Completion date as a result of the default of the purchaser, then: -

35.1 Without prejudice and in addition to any other remedies available to the vendor, the purchaser will pay liquidated damages to the vendor on completion.

35.2 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

Completion date and continuing until completion of this Contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part balance of purchase money due and payable on completion, and a further sum of \$330.00 (including GST) for the vendor's additional legal costs associated with the purchaser's failure to complete on time.

- 35.3 The liquidated damages payable under 35.2 are agreed by the parties to be a genuine pre-estimate of the vendor's actual damages.

Settlement Costs

- 36 In the event the vendor is required by the purchaser to attend settlement at a place other than at the vendors Solicitors office or that of the vendors discharging Mortgagee or their agent/ the purchaser shall pay the vendors costs incurred by such attendance. The purchaser agrees the vendors costs noted at \$88.00

- 36.1 If the purchaser's representative, for whatsoever reason, fails to attend when arranged or cancels settlement on the completion date without giving the vendor's Solicitor notice of at least one (1) day, the purchaser will, at the actual settlement, pay to the vendor's Solicitor or representative the sum of \$88.00 (including GST) together with any of the vendor's agency fees incurred in respect of the said cancelled settlement.

Property sold in present condition

- 37 The Purchaser acknowledges that in entering into this Contract he has relied upon his own enquiries relating to the property and on his own inspection of the property and the Purchaser further acknowledges that he accepts the property and all improvement thereon and any chattels or things included in this Contract in their present condition, subject to fair wear and tear.

Capacity

- 38 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:

- 38.1 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

38.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

Swimming Pool

39 The purchaser cannot make any objection, requisition or claim or rescind or terminate if the swimming pool on the property does not comply with the requirements of the Swimming Pools Act 1992.

Reduced deposit

40 The vendor agrees to accept the deposit of \$ _____ in lieu of the ten percent (10%) deposit only whilst the Purchaser continues to perform his obligations pursuant to the Contract for Sale. Immediately upon any default by the Purchaser the balance of the ten percent (10%) deposit will become payable and the Vendors rights pursuant to clause 9.1 hereof shall be to recover a deposit equivalent to ten percent (10%) of the purchase price.

41 Deposit Power Guarantee

In the event that the Vendor agrees to accept a Deposit Power Guarantee the following Conditions shall apply: -

- (a) The delivery of the Guarantee no later than the time the deposit is required to be paid under this Contract to the "Deposit Holder" nominated in this Contract to hold the deposit as stakeholder shall, to the extent of the amount guaranteed under the Guarantee, be deemed to be payment of the deposit in accordance with this Contract.
- (b) On completion of this Contract, the Purchaser shall pay to the Vendor, in addition to all other monies payable under this Contract, the amount stipulated in the Guarantee, either by way of cash or unendorsed bank cheque.

42 Requisitions on Title

The purchaser agrees that the only form of requisitions on title that the purchaser may make pursuant to clause 5 shall be those requisitions contained and annexed to this contract.

43 Exclusion of pre-contractual representations

- (a) This contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the property. The parties have not entered into and are not bound by any collateral or other agreement, apart from this contract.

The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:

- i. such warranty, representation, agreement or term is contained in the express terms of this contract; or
 - ii. it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.
- (b) The Purchaser acknowledges that the Purchaser, when entering into this contract relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the Vendor (including by any estate agent acting on behalf Vendor):
- i. the inspection of and investigations relating to the land made by or on behalf of the Purchaser;
 - ii. the warranties and representations expressly contained in this contract;
 - iii. the skill and judgment of the Purchaser, its consultants and representatives; and
 - iv. opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor's agents or employees.

44 **Inspections by the purchaser**

- (a) The Purchaser acknowledges that the Vendor:
- i. is exercising power of sale under the *Local Government Act 1993*;
 - ii. has never occupied the property; and
 - iii. does not have any direct knowledge of the property.
- (b) The Purchaser has inspected the property or been given the opportunity to inspect the property and is satisfied regarding all defects both latent and patent.
- (c) The Purchaser acknowledges that in entering into this contract, the Purchaser:
- i. does not rely on any representations, inducements or warranties made by the Vendor or its agents or representatives, except those expressly set out in this contract;
 - ii. has relied entirely on the Purchaser's enquiries relating to the property;
 - iii. accepts the property in its present state of repair or condition including, but not limited to, its suitability for the purposes of the Purchaser, the improvements erected on the property, any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property;
 - iv. accepts the property subject to the encumbrances disclosed in the contract, except for any encumbrances to be discharged on completion; and
 - v. cannot require the Vendor either before or after completion to repair or replace any defect or damage to the property existing as at the date of this contract or to comply with or pay for any costs arising from any

work order, including any *work order* issued before the date of this contract.

- (d) The Purchaser accepts the property subject to the disclosures contained in this clause and must not make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed or referred to in this clause.

45 **Acknowledgment of non-compliance**

- (a) The Vendor discloses that it is not aware whether the improvements comply with all relevant legislation.
- (b) The Vendor discloses that it is not aware whether there is any encroachment by or on the property.
- (c) The Purchaser must make its own enquiries and satisfy itself regarding all aspects disclosed in this clause and the Purchaser accepts the property subject to the disclosures contained in this clause and must not make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed in this clause.

46 **Furnishing, fittings and property**

- (a) The subject matter of this sale is land and fixtures only and does not include any furnishings, fittings, good or personalty on the property. The Purchaser must not require the Vendor to remove any furnishings, fittings, goods, rubbish or personalty at any time. The Purchaser must not make any objection, requisition or claim for compensation nor delay completion because there are any such furnishings, fittings, goods, personalty or rubbish on the property on completion or which remain there after completion.
- (b) The Purchaser acknowledges that the Vendor will not prior to completion:
 - i. mow any lawns or remove any garden refuse and other rubbish from the property;
 - ii. if any services to the property are disconnected, do anything or pay any amounts for the reconnection of those services; and
 - iii. provide any keys or remote-control devices which may be missing for any lock/door/window on the property.

47 **Smoke alarms**

- (a) The Vendor does not warrant that any building erected on the land complies with the *Environmental Planning and Assessment Regulation 2000* (NSW)

(Regulation) which requires the installation of smoke alarms or heat alarms in certain buildings or parts of buildings,

- (b) The Purchaser must make its own enquiries as to whether any building erected on the property complies with the Regulation and accepts the property and must complete the contract whether or not the Regulation has been complied with.
- (c) The Purchaser must not make any objection, requisition or claim for compensation or seek to delay completion, rescind or terminate this contract because of any matter disclosed in this clause.

48 **Council exercising power of sale**

- (a) If any proceedings to set aside this contract or restrain completion of it are commenced in any court of competent jurisdiction or if any order is made setting aside this contract or restraining completion of it, the Vendor may by written notice to the Purchaser rescind this contract and the provisions of clause 19 will apply. The Vendor's decision will be final and binding on the Purchaser.
- (b) If the Vendor exercising power of sale decides it is prevented from completing this contract by the completion date for any reason (and the Vendor's decision will be final and binding on the Purchaser), the Vendor may by written notice to the Purchaser rescind this contract and the provisions of clause 19 will apply.
- (c) Despite anything else contained in this contract, the Purchaser agrees that if the Vendor is restricted or prohibited through any means in giving title in accordance with this contract by the completion date, then the completion date may be extended at any time including without limitation after the completion date (by the Vendor giving written notice), for such period of time as the Vendor may reasonably require in all of the circumstances to give title to the Purchaser. However, if the Vendor is not able to deliver title and effect completion within 4 months of the date of this contract, then either party may rescind this contract by notice in writing to the other and clause 19 will apply.
- (d) The Purchaser acknowledges and agrees that any rescission of this contract by the Vendor pursuant to this clause:
 - i. will not be a breach of this contract; and
 - ii. the Purchaser waives any rights it may have to claim for damages, costs or expenses arising directly or indirectly from any rescission of this contract by the Vendor pursuant to this clause.

49 **Caveats and writs**

- (a) The Vendor discloses that under the *Local Government Act 1993* and specifically section 723 thereof:

- i. the Vendor is not required to provide to the Purchaser a withdrawal of any caveat which is registered on the title to the property;
 - ii. the Vendor is not required to provide a cancellation of any writ which is registered on the title to the property;
 - iii. the Vendor is not required to provide a Discharge of any Mortgage or other charge registered on the title to the property.
- (b) The Purchaser must not make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of the matters disclosed in this clause.

50 **Environmental liability**

- (a) **No Vendor's Warranty** — No representation or warranty is given by the Vendor in relation to:
- i. any Activity on or before completion;
 - ii. the existence or extent of Contamination emanating from, on, in, under or over the or any Affected Land;
 - iii. the status of compliance with any Environmental Law applicable (now or after completion) to the property or any Affected Land;
 - iv. Liabilities for any Activity or Contamination on or before completion with respect to the property or Affected Land; or
 - v. the extent to which the property or Affected Land is the subject of or cause of harm to the Environment.
- (b) **Purchaser relies on own enquiries** — The Purchaser relies on its own inspections and enquiries and has, to the extent required, effected tests to satisfy itself in relation to all issues relating to the Environment.
- (c) **Environmental Laws** includes any Law relating to any aspect of the Environment;
- (d) **Law** includes any law (including common and criminal laws) directive, Act of Parliament, statute, enactment, legislation, order, ordinance, regulation, rule, by-law, proclamation, notice, Authority approval, statutory instrument, proclamation or delegated or subordinate legislation of the Commonwealth or of any State or Territory of Australia or any Municipal Government or of any Authority; and
- (e) **Liability** or **Liabilities** means all threatened or actual actions, proceedings, demands, notices, costs and expenses (investigation costs, clean-up costs, rehabilitation costs, remediation costs and all legal and consultants expenses incurred), loss or damage.

51 **Amendment by solicitor**

Each party hereto authorises his, her or their solicitor or any employee of that solicitor up until the date of this contract to make alterations to this contract including the addition of annexures after execution up until the date of this contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same

and any annexure so added shall form part of this contract as if the same was annexed prior to the contract being executed.

52 **Completion**

Completion of this contract shall take place on or before the due date for completion specified on the front page of this contract PROVIDED THAT if completion does not take place as aforesaid:

- (a) either party may give to the other a written notice requiring completion of this contract to take place at the expiration of fourteen (14) days after receipt of such notice and in this regard the time nominated for completion shall be deemed to be of the essence of this agreement. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

The said notice shall be deemed to have been received by the other party forty-eight (48) hours after the same shall have been posted by prepaid post to such party at the address shown or forwarded through the services of the Australian Document Exchange Pty Limited to the delivery box of the solicitor for the respective party; and

- (b) if the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchaser money, an amount calculated as interest on the balance of purchase money at the rate of 10% per annum, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

53 **Company**

If the Purchaser is a company then that person or those persons who have signed this agreement either as Directors of the Purchaser company or on behalf of the Purchaser company or as separate guarantors hereby acknowledge that the Vendor has entered into this contract only on the basis that the Director(s) or other person(s) who have signed this contract do hereby themselves personally guarantee the Purchaser's performance of this contract. In consideration of the Vendor entering into this contract, such person or persons as have affixed their signatures to this contract as guarantors or as a Director or a Secretary or for and on behalf of the Purchaser company, do hereby in their own right guarantee to the Vendor the performance and observance by the Purchaser of all terms, conditions and provisions contained in this contract and on the part of the Purchaser to be performed and observed. It is agreed that this guarantee shall not be affected or vitiated in any way by any time or other indulgence given by the Vendor to the Purchaser. It is further agreed that this guarantee shall bind the said person or persons, their executors, administrators and

assigns jointly and each of them severally and the contents of this clause shall not merge on completion.

54 Utility services

- (a) With the exception of any drainage and/or sewer location diagram annexed to the Contract, the Vendor discloses, and the Purchaser acknowledges that the Vendor has no knowledge of the services for electricity, gas, stormwater, sewer and telecommunications (“Utility Services”) currently servicing the property.
- (b) The Purchaser shall not make any objection, requisition or claim for compensation in respect to the existence or location of Utility Services.

55 Sale Price less than \$10,000.00

Should the sale price of the land be less than or equal to \$10,000.00, the Purchaser agrees to pay the full sale price as a deposit in lieu of the 10% deposit on the day of the auction, and contracts will be exchanged on this same day. The deposit will be held by the nominated real estate agent until the calculations of rates and charges owing to the date of the settlement are finalised.

56 Amendments to Clause 17

Clause 17.1 be deleted and replaced with:

Vacant possession is the responsibility of the purchaser. Vendor is not required to give vacant possession on completion.

Clause 17.2 be amended as follows:

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 this contract is not required to disclose the provisions of tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation)

Clause 17.3 be amended as follows:

The purchaser is to exercise due diligence and carry out any searches and or inspections, at their expense, to ensure it meets with their requirements prior to auction. The purchaser cannot claim compensation (before or after completion) from the vendor or *rescind* if any of the land affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 *Landlord and Tenant (Amendment) Act 1948*). The purchaser can commence proceedings at their own expense to obtain vacant possession affected by any protected or unknown tenancies or squatters.



Order number: 74461310
 Your Reference: Hilltops SOL 11867
 26/05/22 12:09



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/130617

SEARCH DATE	TIME	EDITION NO	DATE
26/5/2022	12:09 PM	-	-

VOL 1622 FOL 164 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 1 IN DEPOSITED PLAN 130617
 LOCAL GOVERNMENT AREA HILLTOPS
 PARISH OF KENYU COUNTY OF KING
 TITLE DIAGRAM DP130617

FIRST SCHEDULE

JAMES GRIFFITHS PROSSER

SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
 CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

5289578 NOTE: CROWN GRANT FILED IN CROWN GRANT PRESS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 26/5/2022

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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Dye & Durham Property Pty Ltd an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

20-0090

PLAN OF PART 1.619 ha (PT. 4A) GT. BEING
 CLOSED ROAD IN PT. VOL. 1622
 FOL. 164

Mun./Shire/City BOOROWA


Town or Locality _____

Parish KENYU (25)

County KING

Reduction Ratio 1: N.T.S. Lengths are in metres

D. P 130617

Registered:  MC 24. 7. 1995

C.A.: _____

Title System: TORRENS

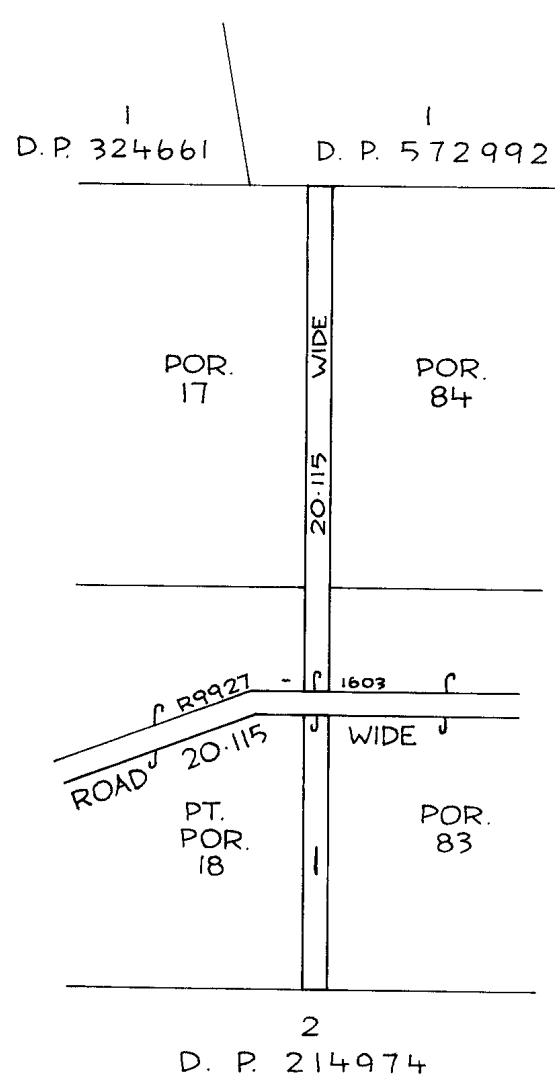
Purpose: DEPARTMENTAL

Ref. Map: PARISH*

Last Plan: _____

B
1
D
1
0
0
Z

Full dimensions are not available for all lots. Any division of the lands herein may necessitate the lodgment of a plan of survey.



AREA: 1.578ha

Z
-
9
2
8

11 July 2022

HILLTOPS COUNCIL
LOCKED BAG 5
YOUNG NSW 2594

**CERTIFICATE ISSUED UNDER SECTION 10.7(2) AND (5)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Applicant: HILLTOPS COUNCIL

Certificate No: PC2022/0389

Property address: Kenyu Rd KENYU NSW 2586

Property Title: Lot 1 DP 130617

Assessment No. 40058850

Notes:

- 1. The information in this certificate only relates to the real property identifier associated with the property and not any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.*
- 2. The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.*



MAILING ADDRESS

Locked Bag 5,
Young NSW 2594
www.hilltops.nsw.gov.au

BOOROWA OFFICE

6-8 Market Street,
Boorowa NSW 2586
P 1300HILLTOPS / 1300 445 586

HARDEN OFFICE

3 East Street,
Harden NSW 2587

YOUNG OFFICE

189 Boorowa Street,
Young NSW 2594

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT

1. NAMES OF RELEVANT PLANING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

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

(a) Local environmental plans (LEPs)

Boorowa Local Environmental Plan 2012.

(b) State environmental planning policies (SEPPs)

SEPP (Biodiversity and Conservation) 2021
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Housing) 2021
SEPP (Industry and Employment) 2021
SEPP No 65-Design Quality of Residential Apartment Development
SEPP (Planning Systems) 2021
SEPP (Precincts-Central River City) 2021
SEPP (Precincts-Eastern Harbour City) 2021
SEPP (Precincts-Regional) 2021
SEPP (Precincts-Western Parkland City) 2021
SEPP (Primary Production) 2021
SEPP (Resilience and Hazards) 2021
SEPP (Resources and Energy) 2021
SEPP (Transport and Infrastructure) 2021

(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

(a) Local environmental plans (LEPs)

Draft Hilltops Local Environmental Plan 2021.

(b) State environmental planning policies (SEPPs)

Draft State Environmental Planning Policy (Environment)
Draft State Environmental Planning Policy - Remediation of Land

(3) Each development control plan applying to the land

Boorowa Development Control Plan 2013.

2. ZONING AND LAND USE UNDER THE RELEVANT LEPs

Boorowa Local Environmental Plan 2012

Draft Hilltops Local Environmental Plan 2021

(a) The name and number of the zone

Boorowa Local Environmental Plan 2012

RU1 Primary Production

Draft Hilltops Local Environmental Plan 2021

RU1 Primary Production

(b) Objectives of this zone

Boorowa Local Environmental Plan 2012

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage development that is in accordance with sound management and land capability practices, and that takes into account the natural resources of the locality.
- To support rural communities.

Draft Hilltops Local Environmental Plan 2021

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage competitive rural production and associated economic development by maintaining and enhancing local and regional transport and communications connectivity and accessibility to national and global supply chains.
- To maintain areas of high conservation value vegetation.
- To encourage development that is in accordance with sound management and land capability practices, and that takes into account the natural resources of the locality.
- To protect and enhance the water quality of receiving watercourses and groundwater systems and to reduce land degradation.
- To encourage the development of non-agricultural land uses that are compatible with the character of the zone.

(c) Development which is permitted without consent

Boorowa Local Environmental Plan 2012

Environmental protection works; Extensive agriculture; Farm buildings; Forestry; Home occupations; Roads.

Draft Hilltops Local Environmental Plan 2021

Environmental protection works; Extensive agriculture; Farm buildings; Forestry; Home occupations.

(d) Development which is permitted with consent

Boorowa Local Environmental Plan 2012

Aquaculture; Bed and breakfast accommodation; Cellar door premises; Dwelling houses; Extractive industries; Farm stay accommodation; Home industries; Intensive livestock agriculture; Intensive plant agriculture; Open cut mining; Roadside stalls; Secondary dwellings; Any other development not specified in (c) or (e).

Draft Hilltops Local Environmental Plan 2021

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Artisan food and drink industries; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Community facilities; Correctional centres; Crematoria; Dwellings houses; Eco-tourist facilities; Electricity generating works; Emergency services facilities; Environmental facilities; Extractive industries; Farm stay accommodation; Flood mitigation works; Helipads; Highway service centres; Home businesses; Home industries; Home-based child care; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Mooring Pens; Moorings; Open cut mining; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Research stations; Roads; Roadside stalls; Rural industries; Rural workers' dwellings; Secondary dwellings; Sewerage systems; Signage; Veterinary hospitals; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities.

(e) Development which is prohibited in this zone

Boorowa Local Environmental Plan 2012

Amusement centres; Boat building and repair facilities; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Exhibition homes; Exhibition villages; Freight transport facilities; Function centres; Health services facilities; Industrial retail outlets; Light industries; Liquid fuel depots; Mortuaries; Places of public worship; Recreation facilities (indoor); Registered clubs; Residential accommodation; Respite day care centres; Restricted premises; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies.

Draft Hilltops Local Environmental Plan 2021

Amusement centres; Attached dwellings; Backpackers' accommodation; Boarding houses; Boat building and repair facilities; Business premises; Car

parks; Centre-based child care facilities; Depots; Dual occupancies; Educational establishments; Entertainment facilities; Exhibition homes; Exhibition villages; Food and drink premises; Freight transport facilities; Function centres; Garden centres; General industries; Group homes; Hardware and building supplies; Health services facilities; Heavy industrial storage establishments; Heavy industries; High technology industries; Home occupations (sex services); Hostels; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Kiosks; Landscaping material supplies; Local distribution premises; Marinas; Markets; Mortuaries; Multi dwelling housing; Office premises; Passenger transport facilities; Places of public worship; Plant nurseries; Port facilities; Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Rural supplies; School-based child care; Semi-detached dwellings; Seniors housing; Service stations; Serviced apartments; Sex services premises; Shop top housing; Shops; Specialised retail premises; Storage premises; Timber yards; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Wholesale supplies.

(f) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Boorowa Local Environmental Plan 2012.

40 ha

Draft Hilltops Local Environmental Plan 2021

40 ha

(g) Does the land include or comprise critical habitat?

Council has not been advised that the land includes or comprises critical habitat.

(h) Is the land in a conservation area?

No.

(i) Is there an item of environmental heritage situated on the land?

No.

2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

Not applicable.

3. COMPLYING DEVELOPMENT

a) Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP).

Complying development may **not** be carried out on the land under the following Codes, with respect to the abovementioned provisions:

- Housing Code
- Rural Housing Code
- Low Rise Medium Density Housing Code
- Greenfield Housing Code
- Inland Code
- Housing Alterations Code
- General Development Code
- Commercial and Industrial Alterations Code
- Commercial and Industrial (New Buildings and Additions) Code
- Subdivisions Code
- Container Recycling Facilities Code
- Demolition Code
- Fire Safety Code

b) *If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the Codes SEPP, the reasons why it may not be carried out under that clause.*

The land is affected by specific land exemptions:

- Part of the land is identified as an environmentally sensitive area of high biodiversity significance. Complying development may be carried out on the land to which Clause 1.19 of the Codes SEPP does not apply.

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Not applicable.

5. MINE SUBSIDENCE

Is the land proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No.

6. ROAD WIDENING AND ROAD REALIGNMENT

Is the land affected by any 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 Council?

At the time of issuing this certificate Council did not have any plans to undertake road works adjacent to this property, however at any time, Council can approve roads works to be undertaken within the Shire upon funding being allocated.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Is the land affected by a policy that restricts the 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), and which has been:

(a) Adopted by Council?

No.

(b) Adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council?

No.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) Is the land or part of the land within a flood planning area and subject to flood related development controls.

No.

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

No.

Note. flood planning area and probable maximum flood have the same meaning as in the Floodplain Development Manual (ISBN 0734754760) published by the NSW Government in April 2005.

8. LAND RESERVED FOR ACQUISITION

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1, make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?

At the time of issuing this certificate, no land was identified for acquisition by Council.

9. CONTRIBUTION PLANS APPLYING TO THE LAND

- Boorowa Council Section 94A Development Contributions Plan
- Boorowa Council Water Development Servicing Plan
- Boorowa Council Sewer Development Servicing Plan

9A. BIODIVERSITY CERTIFIED LAND

Is the land biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act 2016*?

No. Council has not been notified 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*.

10. BIODIVERSITY STEWARDSHIP SITES

Is the land subject to a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No. Council has not been notified that any of the land subject to this Certificate is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995*.

10A. NATIVE VEGETATION CLEARING SET ASIDES

Does the land contain a set aside area within the meaning of section 60ZC of the *Local Land Services Act 2013*?

No. Council has not been notified that the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, and has not been notified that the land is on the public register under that section. The public register can be accessed via the Local Land Services website.

11. BUSH FIRE PRONE LAND

Is the land or some of the land bush fire prone land (as defined in the Act)?

No.

12. PROPERTY VEGETATION PLANS

Is there a property vegetation plan under the *Native Vegetation Act 2003* applying to the land?

Council has not been notified of the existence of a property vegetation plan under the *Native Vegetation Act 2003*, with respect to the land covered by this Certificate.

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Has an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

No.

14. DIRECTIONS UNDER PART 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that the provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

- a) Is there a current site compatibility certificate issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004?
- b) Has a condition of consent been imposed on a development application granted after 11 October 2007 which sets out terms of a kind referred to under clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004?

Council is not aware of any current site compatibility certificate (seniors housing) issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004. Furthermore, no development consent has been granted under this SEPP which places a restriction on the occupation of seniors housing in accordance with clause 18 (2) of that Policy.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

Is there a valid site compatibility certificate issued under State Environmental Planning Policy (Infrastructure) 2007?

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

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- a) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?
- b) Have conditions of consent been imposed on a development application in respect of the land with regard to clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009?

Council is not aware of any valid site compatibility certificate (affordable housing), issued in respect of proposed development on the land. Furthermore, no development consent has been granted for affordable housing under State Environmental Planning Policy (Affordable Rental Housing) 2009.

18. PAPER SUBDIVISION INFORMATION

- a) What is the name of any development plan adopted by the relevant authority that applies to the land or that is proposed to be the subject to a consent ballot?
- b) What is date of any subdivision order applying to the land?

Council is not aware of any development plan that applies to the land or that is proposed to be subject to a consent ballot.

19. SITE VERIFICATION CERTIFICATES

Is there a current site verification certificate, of which the council is aware, in respect of proposed development on the land?

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

20. LOOSE-FILL ASBESTOS INSULATION

Is a dwelling on the land listed on the Loose-Fill Asbestos Insulation Register (maintained by NSW Fair Trading) as containing loose-fill asbestos ceiling insulation?

NSW Fair Trading has not notified Council that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

Information regarding loose-fill asbestos insulation

Some residential homes in the Hilltops Local Government Area may contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a register of homes that are affected by loose-fill asbestos.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants. Contact NSW Fair Trading for further information.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

Is there any affected building notice, of which the council is aware, in respect of the land?

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

Council is not aware of any building product rectification order that is in force in respect of the land and that has not been fully complied with.

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

22. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

For land to which State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies, whether the land is—

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

State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 does not apply to the land.

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No.

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No.

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,

No.

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No.

- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(5) OF THE ACT

1. **HAS ANY DEVELOPMENT CONSENT (INCLUDING COMPLYING DEVELOPMENT CERTIFICATES) WITH RESPECT TO THE LAND BEEN GRANTED WITHIN THE PREVIOUS FIVE YEARS.**

No.

2. **IS THE LAND AFFECTED BY ATREE PRESERVATION PROVISION UNDER STATE ENVIRONMENTAL PLANNING POLICY (VEGETATION IN NON-RURAL AREAS) 2017?**

No.

3. **IS THE LAND AFFECTED BY ANY RESOLUTION OF COUNCIL TO SEEK AMENDMENT TO ANY ENVIRONMENTAL PLANNING INSTRUMENT OR DRAFT ENVIRONMENTAL PLANNING INSTRUMENT APPLYING TO THE LAND?**

Hilltops Local Environmental Plan Resolution

Council resolved on 27 June 2018 that a comprehensive Hilltops Local Environmental Plan be prepared that combines and reviews the existing LEPs in force within the local government area.

Council resolved on over three separate Council meetings on 25 August 2021 (21/183), 1 September 2021 (EOM 21/16) and 8 September 2021 (EOM 21/19) to adopt the draft Hilltops Local Environmental Plan.

4. **WHETHER COUNCIL HAS ADOPTED A VOLUNTARY PLANNING AGREEMENT WITHIN THE MEANING OF SECTION 7.4 OF THE ACT IN RELATION TO THE LAND?**

No.

5. **IS THE LAND LISTED ON COUNCILS POTENTIALLY CONTAMINATED SITES REGISTER?**

No.

This certificate contains information provided to Hilltops Council by other authorities and is as current as the latest information available to Council at the time of production of this document. The information is provided in good faith and the Council shall not incur any liability in respect of any such advice. It is strongly recommended that you contact the relevant authorities to confirm the accuracy of the information.

For further information please contact Council's Planning Team on 1300 445 586.



BILL VANRY
SENIOR STATUTORY LAND USE PLANNER



Your Ref: PI: 11867
Ref: DD2022/0229
Contact Person: C. Maloney

05/07/2022

HILLTOPS COUNCIL
LOCKED BAG 5
YOUNG NSW 2594

Dear Sir/Madam

Certificate No: DD2022/0229
Property: Lot 1 DP 130617, Kenyu Rd KENYU NSW 2586

The drainage diagram you requested for the above property is not available, as the property is ***not connected to council's reticulated sewage system.***

If you have any further enquiries, please contact Chris Maloney at Council's Sustainable Growth team on 1300 445 586.

Yours faithfully

Bill Vanry
LAND USE PLANNER



MAILING ADDRESS

Locked Bag 5,
Young NSW 2594
www.hilltops.nsw.gov.au

BOOROWA OFFICE

6-8 Market Street,
Boorowa NSW 2586
P 1300HILLTOPS / 1300 445 586

HARDEN OFFICE

3 East Street,
Harden NSW 2587

YOUNG OFFICE

189 Boorowa Street,
Young NSW 2594



RURAL LAND REQUISITIONS

Vendor: Hilltops Council ABN: 92 613 026 544

Purchaser:

Property: Springvale Road, FROGMORE NSW 2586

Dated: 23 July 2022

1. Capacity	
<p>a. Is the vendor under any legal incapacity? Such as:</p> <ul style="list-style-type: none">• Minority.• Bankruptcy or entering a debt agreement under Part IX or an arrangement under Part X of the Bankruptcy Act 1966 (Cth).• If the vendor is a company, any notice, 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). <p>b. If the vendor is a trustee, please provide evidence to establish the trustee's power of sale (such as a copy of the trust deed, under which the trustee was appointed).</p> <p>c. If any document to be handed over on completion (excluding a discharge of mortgage) is executed under a power of attorney, please provide a certified copy of the registered power of attorney.</p>	<p>a. No b. No c. Not applicable</p>
2. Notices and Orders	

<p>a. Is the vendor aware of or has the vendor received any notice or order or requirement of any authority or any adjoining owner affecting the property? Such as:</p> <ul style="list-style-type: none"> • Orders under either section 121B of the Environmental Planning and Assessment Act 1979 (NSW) or section 124 of the Local Government Act 1993 (NSW). • Notices or orders from Local Land Services about pests or eradication. • Notices from a local council about noxious weeds. • Notices or orders issued under the Environmentally Hazardous Chemicals Act 1985 (NSW). • Notices or orders under section 142 of the Mining Act 1992 (NSW). <p>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.)</p> <p>c. Has the vendor received any notice (whether oral or written) of proposed orders from Local Land Services or any local council or government authority concerning any proposed action that could affect the property in any way? If so, please provide particulars including any copies of any relevant correspondence.</p>	<p>a. No</p> <p>b. No</p> <p>c. No</p>
3. Title	
<p>a. Subject to the Contract, on completion the purchaser should be registered as proprietor in fee simple of the property free from all encumbrances.</p> <p>b. On or before completion, any mortgage or caveat or priority notice or writ (other than a caveat or priority notice lodged by or on behalf of the purchaser) must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage, priority notice or caveat, an executed discharge or withdrawal handed over on completion.</p> <p>c. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.</p> <p>d. When and where may the title documents be inspected?</p>	<p>a. Noted</p> <p>b. Noted</p> <p>c. Not to the knowledge of the vendor</p> <p>d. The vendor does not hold the title documents as they are not the proprietor</p>
4. Adjustments	

<p>a. All outgoings referred to in clause 14 of the Contract must be paid up to and including the date of completion.</p> <p>b. Is the vendor liable to pay land tax (including surcharge land tax) or is the property otherwise charged or liable to be charged with land tax? If so:</p> <p>(i) To what year has a return been made?</p> <p>(ii) What is the taxable value of the property for land tax purposes for the current year?</p>	<p>a. Noted</p> <p>b. Land tax to be paid by the Vendor if applicable</p>
<p>5. Unregistered Rights</p>	
<p>Is the vendor aware of any unregistered rights over the property, such as an easement, right of way, or any right of use or occupation?</p>	<p>Not to the knowledge of the vendor</p>

<p>6. Personal Property Securities Act 2009 (Cth) (“PPS Act”)</p>	
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<p>a. Are there any interests recorded against the vendor on the Personal Property Securities Register?</p> <p>If yes:</p> <ul style="list-style-type: none"> (i) Do such registrations relate to any personal property included in this sale? (ii) In relation to all registrations in respect of the vendor or any personal property included in the sale (including the property and any inclusions), the vendor must provide on or prior to completion: <ul style="list-style-type: none"> (A) a release from each secured party, in respect of the personal property together with a written undertaking from each secured party to register a financing change statement which reflects that release in the case of serial numbered goods and personal property specifically described; or (B) a statement by each secured party in accordance with section 275(1)(b) of the PPS Act confirming that no debt or obligation is secured by the registration; or (C) a written approval or correction in accordance with section 275(1)(c) of the PPS Act confirming that the personal property is not or will not be as at completion personal property in respect of which the registration is granted. <p>b. Please provide:</p> <ul style="list-style-type: none"> (i) Full names (including any former names) and dates of birth of all vendors. (ii) ABNs and ACNs of all vendor companies, partnerships and trusts. (iii) Full names (including any former names) and dates of birth of all directors of the vendor companies. 	<ul style="list-style-type: none"> a. No b. Hilltops Council – ABN 92 613 026 544
<p>7. Tenancies</p>	

<p>a. Vacant possession of the property must be given on completion unless the Contract provides otherwise.</p> <p>b. Are there any agreements or arrangements which would create a “tenancy” as defined in section 4 of the Agricultural Tenancies Act 1990 (NSW), (such as farming, grazing, share farming or agistment agreements), or a residential tenancy agreement as defined in section 13 of the Residential Tenancies Act 2010 (NSW)?</p> <p>If yes please provide:</p> <ul style="list-style-type: none"> (i) Particulars of the nature of the tenancy. (ii) The date of any termination of the tenancy. (iii) Particulars of any written instrument (please supply a copy at least 14 days prior to completion). (iv) Particulars of any oral agreement. (v) Particulars of any bond or security. <p>c. Where there is a tenancy:</p> <ul style="list-style-type: none"> (i) 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? (ii) Has the vendor carried out any improvement on the property for which the tenant is liable to compensate the vendor? (iii) Are there any unresolved disputes between the vendor and a tenant pursuant to an agreement which creates an interest in land? (iv) Are there any fixtures on the property which the tenant may have right to access or removal? (v) Are there any details/documents that record the condition of the property at the commencement of the tenancy? If yes, please provide copies. 	<ul style="list-style-type: none"> a. Noted b. Not to the knowledge of the vendor c. Not applicable
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<p>a. Are there any structures on the property which require approval for their current use, but do not have such approval?</p> <p>b. Are there any structures on the property that are required to have the approval of the local council but do not?</p> <p>c. Have the provisions of the Local Government Act 1993 (NSW) and the Environmental Planning and Assessment Act 1979 (NSW) been complied with?</p> <p>d. Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?</p> <p>e. Has the vendor a survey? If so, please provide a copy.</p> <p>f. Has the vendor a Building Certificate and/or Final Occupation Certificate which relates to any current buildings or structures? If so, it should be handed over on completion. Please provide a copy.</p> <p>g. In respect of any residential building work carried out in the last ten years:</p> <p>(i) Please identify the building work carried out;</p> <p>(ii) When was the building work completed?</p> <p>(iii) Please state the builder's name and licence number (or provide a copy of any ownerbuilder permit relating to the work);</p> <p>(iv) Please provide details of any insurance under the Home Building Act 1989 (NSW).</p> <p>h. Has there been any complaint or insurance claim made, or any circumstances 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 1989 (NSW) related to residential building work carried out on the property? If so, full details should be provided.</p> <p>i. Do any structures on the property contain loose-fill asbestos insulation? If so:</p> <p>(i) which structures?</p> <p>(ii) is the property listed on the loose-fill asbestos insulation register?</p> <p>j. Have the structures on the property been tested for loose-fill asbestos insulation?</p>	<p>a. Not to the knowledge of the vendor</p> <p>b. Not to the knowledge of the vendor</p> <p>c. Not to the knowledge of the vendor</p> <p>d. Not to the knowledge of the vendor</p> <p>e. No</p> <p>f. No</p> <p>g. Not to the knowledge of the vendor</p> <p>h. Not to the knowledge of the vendor</p> <p>i. Not to the knowledge of the vendor</p> <p>j. Not to the knowledge of the vendor</p>
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9. Swimming pools

<p>If there is a swimming pool:</p> <ul style="list-style-type: none"> a. Has the pool been approved by the local council? b. Is it subject to the requirements of the Swimming Pools Act 1992 (NSW)? If not, why not? c. Does it comply with all the requirements of the Swimming Pools Act 1992 (NSW) and regulations made under that Act? d. Has a fence and signage been erected around the swimming pool? e. Has the vendor obtained a certificate of non-compliance pursuant to clause 18BA of the Swimming Pools Regulation 2008 (NSW)? If so, and the certificate is not attached to the contract, please provide a copy of the certificate and the details of the non-compliance. f. Have any notices, directions or orders issued under the Swimming Pools Act 1992 (NSW) and/or regulations made under that Act? g. Has the vendor obtained a certificate of compliance pursuant to section 22D of the Swimming Pools Act 1992 (NSW)? If so, and the certificate is not attached to the contract, please provide a copy. h. If a certificate of compliance is not attached to the Contract, please provide evidence of registration, eg. certificate of registration of the swimming pool pursuant to section 30C of the Swimming Pools Act 1992 (NSW), and a relevant occupation certificate within the meaning of the Swimming Pools Act 1992 (NSW). i. Any original certificate of non-compliance, certificate of compliance and relevant occupation certificate held must be handed over at completion. j. Where a certificate of compliance includes a reference to an exemption, please provide the details of the exemption granted by council. k. Has the vendor received any notification of the cancellation of a certificate of compliance? If so please provide a copy. 	<ul style="list-style-type: none"> a. Not applicable b. Not applicable c. Not applicable d. Not applicable e. Not applicable f. Not applicable g. Not applicable h. Not applicable i. Not applicable j. Not applicable k. Not applicable
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<ul style="list-style-type: none"> a. Do any of the improvements erected at the property have solar panels? b. Is there any energy buy back arrangement in place? If so, can it be assigned to the purchaser? c. Please provide a copy of the supply agreement for the solar panels including particulars of the Contract price. d. Does the supply agreement provide for assignment to a new owner of the property? e. Does the rate per kW of power generated in dollar terms remain constant during the term of the supply agreement? f. Is there a net meter for any solar panels? g. Are there any arrangements in relation to a voluntary feed in tariff? h. Is there a battery storage system? If so please advise details of the system. 	<ul style="list-style-type: none"> a. Not applicable b. Not applicable c. Not applicable d. Not applicable e. Not applicable f. Not applicable g. Not applicable h. Not applicable
11. Rates	
<ul style="list-style-type: none"> a. What government, local government or statutory authorities levy rates on the property? (Such as local council or Local Land Services). b. Has the property been declared "farmland" for rating purposes under the Local Government Act 1993 (NSW)? c. Are there any deferred rates attaching to the property? Please provide particulars. 	<ul style="list-style-type: none"> a. Hilltops Council b. No c. No
12. Boundary fences	
<ul style="list-style-type: none"> a. Are there any boundary or give and take fences on the property? If so where are they located? b. Are there any boundaries along watercourses and, if so, how are they fenced? c. Are there any notices from neighbours or statutory authorities about the erection or repair of any boundary fence or give and take fence? d. Is there any agreement, written or oral, with any neighbour about the erection or repair of a boundary fence? 	<ul style="list-style-type: none"> a. Not to the knowledge of the vendor b. Not to the knowledge of the vendor c. Not to the knowledge of the vendor d. Not to the knowledge of the vendor
13. Soil conservation	

<p>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?</p> <p>b. Is the land or any part of it within an area of erosion hazard under the Soil Conservation Act 1938 (NSW)?</p> <p>c. Is there any charge or any other outstanding liability affecting the land under section 22(5) of the Soil Conservation Act 1938 (NSW)?</p> <p>d. Are there any circumstances known to the vendor that could give rise to soil conservation liabilities in the future?</p>	<p>a. Not to the knowledge of the vendor b. Not to the knowledge of the vendor c. Not to the knowledge of the vendor d. No</p>
14. Timber	
<p>a. Are there any agreements with any authority or anyone else about the felling or removal of timber from the property? If so, (i) Please provide copies of any licences or agreements. (ii) Are there any monies outstanding under any licence or agreement?</p> <p>Please provide details and copies of any relevant documents as soon as possible, and in any event not later than 14 days before completion.</p> <p>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 2012 (NSW) in respect of the property: (i) Forest lease or licence; (ii) Forest products licence; (iii) Clearing licence; (iv) Profit-a-prendre; or (v) Any other lease, licence, permit, right or interest?</p> <p>Please provide details and copies of any relevant documents as soon as possible, and in any event not later than 14 days before completion.</p>	<p>a. Not to the knowledge of the vendor b. Not to the knowledge of the vendor</p>

15. Water

<p>a. Is the vendor entitled to have water supplied to the property by any authority? If so, please supply details and if any meter or works are situated on lands other than the property please advise what rights or agreements exist.</p> <p>b. Is any water available to the property:</p> <p>(i) From any well, bore or dam that is not wholly on the property and if so where?</p> <p>(ii) Under any private water agreement? If so, what rights exist in respect to any private water agreement and please supply copies of any agreement.</p> <p>c. Is the land in a water sharing plan area under the Water Management Act 2000 (NSW)?</p> <p>d. Does the vendor hold any water rights or licence, permit or authority under the Water Act 1912 (NSW) or the Water Management Act 2000 (NSW); or, the benefit of any applications under either Act not yet dealt with? Please supply copies of all licences, permits, authorities, applications or correspondence in respect of such applications.</p> <p>e. Is the vendor liable to any authority, or to any other person, to pay for water or for water rights?</p> <p>f. (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?</p> <p>g. Are there any bore trusts that affect the property? If so, please provide:</p> <p>(i) The name and contact details of the secretary or relevant office bearer of the trust;</p> <p>(ii) Details of licences of permits in respect of the bore;</p> <p>(iii) If water is conveyed from the bore to the property through other properties please supply details of owners of those properties and copies of any easements or agreements.</p> <p>h. If there is a dam on the property which exceeds the maximum harvestable right dam capacity which is used for irrigation or which is used for watering a commercial crop or an intensive livestock industry:-</p> <p>(i) Has the dam been approved by and registered with NSW Office of Water?</p> <p>(ii) Has a licence issued for the dam? If so, please provide a copy of the licence.</p> <p>(iii) Did the dam require the approval of local council? If so, please provide a copy of such approval.</p> <p>i. Are there any points of supply of water not wholly located within the boundaries of the land? If so are appropriate easements in place?</p>	<p>a. No to the knowledge of the vendor</p> <p>b. Not to the knowledge of the vendor</p> <p>c. Not to the knowledge of the vendor</p> <p>d. Not to the knowledge of the vendor</p> <p>e. Not to the knowledge of the vendor</p> <p>f. Not to the knowledge of the vendor</p> <p>g. Not to the knowledge of the vendor</p> <p>h. Not to the knowledge of the vendor</p> <p>i. Not to the knowledge of the vendor</p> <p>j. Not to the knowledge of the vendor</p> <p>k. Not to the knowledge of the vendor</p> <p>l. Not to the knowledge of the vendor</p> <p>m. Not to the knowledge of the vendor</p>
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<p>n. Are there any levee banks on the property? If so was a licence obtained and are they constructed in accordance with the licence?</p> <p>o. Have all earthworks requiring development consent on the property been fully approved?</p>	
16. Electricity	
<p>a. Which electricity authority supplies electricity to the property?</p> <p>b. Is there any money owing to that authority for capital works? If so, please furnish full particulars.</p>	<p>a. Unknown to Vendor</p> <p>b. Not to the knowledge of the vendor</p>
17. Access, roads and enclosure permits	
<p>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 Local Land Services property.)</p> <p>b. Are there any rights of way or other easements over the property?</p> <p>c. Is the vendor aware of any proposal to close, or any application or pending application to close or any proposal to purchase any road adjacent to the property?</p> <p>d. Is the vendor aware of any proposed realignment on any road adjacent to the property?</p> <p>e. Is there any main road, public road Crown road or travelling stock route through the property at any point?</p> <p>f. Is there any enclosure permit that attaches to the property? If so, please furnish full particulars.</p> <p>g. Has the vendor or a predecessor in title made an application to close or to purchase a road within the property or any other road which provides access to the property? If so, please advise the status of the application.</p>	<p>a. Not to the knowledge of the vendor</p> <p>b. Not to the knowledge of the vendor</p> <p>c. No</p> <p>d. No</p> <p>e. Not to the knowledge of the vendor</p> <p>f. Not to the knowledge of the vendor</p> <p>g. Not to the knowledge of the vendor</p>
18. Rural workers accommodation	
<p>a. Is there any building situated on the land for the accommodation of rural workers?</p> <p>b. If so:</p> <p>(i) Have the requirements of the Rural Workers Accommodation Act 1969 (NSW) and Work Health and Safety Act 2011 (NSW) been complied with?</p> <p>(ii) Is the vendor aware of any notice, prosecution or proceedings including enforcement proceedings, under the Rural Workers Accommodation Act 1969 (NSW) and Work Health and Safety Act 2011 (NSW) that have been instituted or threatened against the vendor or any previous owner of the property?</p> <p>(iii) Does the vendor have planning approval for rural workers accommodation?</p>	<p>a. Not to the knowledge of the vendor</p> <p>b. Not applicable</p>

<p>19. Stock diseases</p> <p>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).)</p> <p>b. Has any order been made under section 62 of the Biosecurity Act 2015 (NSW)?</p>	<p>a. Not to the knowledge of the vendor</p> <p>b. Not to the knowledge of the vendor</p>
<p>20. Pollution</p> <p>a. Are there any sheep or other stock dips, whether used or disused, on the property? If so, where on the property are they located?</p> <p>b. Are there any outstanding notices or orders under the Environmentally Hazardous Chemicals Act 1985 (NSW)?</p> <p>c. Has the vendor or any tenant, share farmer or previous owner used any chemicals on the property which could give rise to any problems with chemical residues under the Environmentally Hazardous Chemicals Act 1985 (NSW) or the Contaminated Land Management Act 1997 (NSW)?</p> <p>d. Has any Preliminary Investigation Order been made under section 10 or a Management Order been made under section 14 of the Contaminated Land Management Act 1997 (NSW)? If so, has the land been declared to be significantly contaminated land within the meaning of section 11 of the Contaminated Land Management Act 1997 (NSW)?</p> <p>e. Is there, or has there ever been, any underground fuel tank on the property? If so:-</p> <p>(i) Where is/was it?</p> <p>(ii) Is it still in use? If not, has it been emptied of fuel and decommissioned?</p> <p>f. Is there or has there been any fuel tank which may have leaked, causing soil pollution? If so, please supply full information about where it is, or was, situated.</p>	<p>a. Not to the knowledge of the vendor</p> <p>b. Not to the knowledge of the vendor</p> <p>c. Not to the knowledge of the vendor</p> <p>d. Not to the knowledge of the vendor</p> <p>e. Not to the knowledge of the vendor</p> <p>f. Not to the knowledge of the vendor</p>
<p>21. Effluent Disposal Systems</p> <p>a. Is there a septic sewage disposal system on the property? If so, please supply evidence of registration of it with the local council.</p> <p>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.</p> <p>c. Has the local council inspected the septic sewage disposal system? If so when?</p> <p>d. Please provide copies of any correspondence from the local council in relation to effluent disposal, including as to any septic sewage disposal system on the property.</p>	<p>a. Not to the knowledge of the vendor</p> <p>b. Vacant land</p> <p>c. Not applicable</p> <p>d. Not applicable</p>

<p>22. Resumptions</p> <p>Is the vendor aware of any resumption, proposed resumption, proposed purchase or proposed occupation of the property by any public authority? If so, please furnish full particulars at least 14 days prior to completion.</p>	<p>No</p>
<p>23. Fixtures</p> <p>a. Are the fixtures or inclusions in the sale free of encumbrances?</p> <p>b. Any chattels not owned by the vendor, or owned by the vendor or any other person and not included in this sale, must be removed prior to completion.</p>	<p>a. Not applicable</p> <p>b. Noted</p>
<p>24. Crown land</p> <p>a. Are there any amounts owing to the Crown for rent or for balance of purchase moneys? If so, please supply full details.</p> <p>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.</p>	<p>a. No</p> <p>b. No</p>
<p>25. Pipelines</p> <p>Is the vendor aware of any licence, permit or easement for any pipeline over the property, either under the Pipelines Act 1967 (NSW) or otherwise? If so:-</p> <p>a. Please provide copies any licences, permits or easements.</p> <p>b. Are there any monies outstanding under any licences or permits?</p> <p>c. Please advise the location of any licences, permits or easements.</p>	<p>Not to the knowledge of the vendor</p>
<p>26. Mining</p> <p>a. Has the vendor any rights or entitlements, or received any notices, under the:</p> <p>(i) Mining Act 1992 (NSW); or</p> <p>(ii) Petroleum (Onshore) Act 1991 (NSW)?</p> <p>If so please provide details and provide a copy of any relevant documentation.</p> <p>b. Is the property within a mine subsidence district? If so:</p> <p>(i) Has the erection or alteration of any improvement required approval? Please provide a copy.</p> <p>(ii) Was the improvement erected or altered in accordance with the terms of the approval?</p>	<p>a. No</p> <p>b. Not to the knowledge of the vendor</p>

27. National Parks and Wildlife	
<p>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 (NSW)?</p> <p>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 (NSW)?</p> <p>c. Is there a Wildlife Refuge Agreement in place in respect of the property under section 68 of National Parks and Wildlife Act 1974 (NSW)?</p> <p>If so please provide details and provide a copy of any relevant documentation</p>	<p>a. Not to the Vendor's Knowledge</p> <p>b. Not to the Vendor's Knowledge</p> <p>c. Not to the Vendor's Knowledge</p>
28. Native vegetation	
<p>a. Is the property subject to a Property Vegetation Plan as defined in the Native Vegetation Act 2003 (NSW)(now repealed) or a private native forestry plan under Part 5C of Schedule 11 to the Biodiversity Conservation Act 2016 (NSW)? If so please provide details and provide a copy of any relevant documentation.</p> <p>b. Has the vendor carried out, or caused to be carried out, on the property any clearing of native vegetation? If so:</p> <p>(i) Was clearing carried out pursuant to a development consent?</p> <p>(ii) If so, was clearing carried out in accordance with the terms and conditions of that consent or plan?</p> <p>(iii) Was clearing carried out pursuant to a Property Vegetation Plan approved under the Native Vegetation Act 2003 (NSW)(now repealed)?</p> <p>(iv) If not, was clearing carried out in accordance with Part 5A of the Local Land Services Act 2013 (NSW)?</p> <p>(v) Has the permitted clearing been completed?</p> <p>(vi) If not, what is the extent of the clearing yet to be completed?</p> <p>(vii) Please provide a copy of any mandatory code compliance certificate that has issued under the Local Land Services Act 2013 (NSW).</p> <p>(viii) Is any part of the property a set-aside area under the provisions of Part 5C of Schedule 11 to the Biodiversity Conservation Act 2016 (NSW)? If so, please provide details, including any details entered in a public register.</p> <p>c. Has the Director General made any 'stop work' order under section 37 or given directions for remedial work under section 38 of the Native Vegetation Act 2003 (NSW)(now repealed) or the Biodiversity Conservation Act 2016 (NSW) in respect of the property?</p>	<p>a. Not to the knowledge of the vendor</p> <p>b. No</p> <p>c. Not to the knowledge of the vendor</p> <p>d. Not to the knowledge of the vendor</p>

<p>d. Has the vendor, or any previous owner, ever been prosecuted for clearing native vegetation illegally from the property? If so, please provide full details including a copy of any written outcome of such proceedings.</p>	
29. Threatened Species	
<p>a. Is the vendor aware of any endangered species, endangered populations, endangered ecological communities, vulnerable species or vulnerable ecological communities as defined in the Threatened Species Conservation Act 1995 (NSW)(now repealed) or threatened species or threatened ecological communities as defined in the Biodiversity Conservation Act 2016 (NSW) on the property?</p> <p>b. In reference to the Threatened Species Conservation Act 1995 (NSW)(now repealed) are there, or has there ever been, as far as the vendor is aware, any of the following relating to the property:</p> <ul style="list-style-type: none"> (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? <p>c. Has there been any species impact statement prepared either for the purposes of the Threatened Species Conservation Act 1995 (NSW)(now repealed) in accordance with section 110 or for the purposes of the Environmental Planning and Assessment Act 1979 (NSW)?</p> <p>d. Has there been any stop work order made by the Director General under section 91AA or any interim protection order made under Part 6A of the National Parks and Wildlife Act 1974 (NSW)?</p> <p>e. Has any part of the property been declared an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 (NSW)? If the answer is yes to any of the questions above please supply full details.</p>	<p>a. There are none to the Vendor's knowledge</p> <p>b.</p> <ul style="list-style-type: none"> i. Not to the Vendor's Knowledge ii. Not to the Vendor's Knowledge iii. Not to the Vendor's Knowledge iv. Not to the Vendor's Knowledge <p>c. Not to the Vendor's Knowledge</p> <p>d. Not to the Vendor's Knowledge</p> <p>e. Not to the Vendor's Knowledge</p>

<p>30. Native Title</p> <p>a. Is the vendor aware of any Native Title claim lodged under the Native Title Act 1993 (Cth), or acts validated under the Native Title (New South Wales) Act 1994 (NSW)?</p> <p>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?</p> <p>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 Native Title holders.</p>	<p>a. No</p> <p>b. Not Applicable</p> <p>c. Not to the Vendor's Knowledge</p>
<p>31. Aboriginal Sites</p> <p>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.</p> <p>b. Is the vendor aware of any Aboriginal places, objects, artefacts or relics on any part of the property? If so, where are they located?</p>	<p>a. No, not to the Vendor's Knowledge</p> <p>b. No, the vendor isn't aware.</p>
<p>32. Environment</p> <p>a. Has the vendor undertaken any activity that constitutes a 'controlled action' under the Environment Protection and Biodiversity Conservation Act 1999 (Cth)? If so please provide details.</p> <p>b. Has the vendor received any order or direction, or given any undertaking, under the Biosecurity Act 2015 (NSW)? If so please provide details.</p> <p>c. Are there any registered or unregistered conservation agreements under the Biodiversity Conservation Act 2016 (NSW) affecting the property (such as Biodiversity Stewardship Agreements, Conservation Agreements and Wildlife Refuge Agreements)?</p> <p>d. Are there any registered or unregistered conservation agreements not covered by the Biodiversity Conservation Act 2016 (NSW)?</p>	<p>a. No</p> <p>b. No</p> <p>c. Not to the Vendor's Knowledge</p> <p>d. Not to the Vendor's Knowledge</p>
<p>33. Foreign resident capital gains withholding measure</p> <p>a. Is the transaction an excluded transaction within the meaning of s14-215 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("TA Act")?</p> <p>b. If not attached to the contract, does the vendor hold or has the vendor applied for a clearance certificate within the meaning of s14-220 of Schedule 1 to the TA Act?</p> <p>c. If not attached to the contract, does the vendor hold or has the vendor applied for a variation made under s14-235 of Schedule 1 to the TA Act?</p>	<p>a. No</p> <p>b. No</p> <p>c. No</p>

34. Agreements or disagreements affecting the property	
<ul style="list-style-type: none"> a. Has the vendor or any predecessor in title entered into any agreements not otherwise referred to in these requisitions, with anyone else affecting the property? If so, please provide details and provide a copy of any relevant documentation. b. Are there any legal proceedings threatened, pending or not concluded that involve the property in any way? 	<ul style="list-style-type: none"> a. All known agreements appear in the contract of sale b. Not to the Vendor's Knowledge
35. Completion	
<ul style="list-style-type: none"> a. If the vendor has or is entitled to have possession of the title deeds, any Certificate Authentication Code must be provided seven days prior to completion. b. Please list any documents to be handed over on completion in addition to the certificate of title, transfer and any discharge of mortgage. c. If applicable, has the vendor submitted a Request for CoRD Holder consent to the outgoing mortgagee? d. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date. 	<ul style="list-style-type: none"> a. Noted b. Non applicable c. Not applicable d. Noted



Revenue

Enquiry ID 3754885
Agent ID 81290352
Issue Date 08 Jul 2022
Correspondence ID 1749082374
Your reference SOL 11867

GLOBALX INFORMATION PTY LTD
GPO Box 2746
BRISBANE QLD 4001

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D130617/1	SPRINGVALE RD FROGMORE 2586	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

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