

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Jaloc Pty Ltd trading as One Agency - Craig Schofield</b> <b>PO Box 601, COOMA NSW 2630</b>	<b>Phone: 02 6452 6121</b>
co-agent		
vendor	<b>Wayne Douglas Bosworth and Kerryn May Bosworth</b> <b>651 Snowy Mountains Highway, Pine Valley, NSW 2630</b>	
vendor's solicitor	<b>Last and Maxwell</b> <b>12 Bombala Street, COOMA NSW 2630</b> <b>DX 5527 COOMA NSW</b>	<b>Phone: 02 6452 3877</b> <b>Email: conveyancing@lastmax.com.au</b> <b>Fax: 02 6452 4560</b> <b>Ref: DLM:KM:21140</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>651 Snowy Mountains Highway, Pine Valley, New South Wales 2630</b> <b>Registered Plan: Lot 2 Plan DP 878647 WAL28729</b> <b>Folio Identifier 2/878647, WAL28729</b>	

☒ VACANT POSSESSION    ☐ subject to existing tenancies

improvements    ☐ HOUSE    ☐ garage    ☐ carport    ☐ home unit    ☐ carspace    ☐ storage space  
☐ none    ☒ other: See attached.

attached copies    ☐ documents in the List of Documents as marked or as 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 checked="" type="checkbox"/> other: See attached		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit				(10% of the price, unless otherwise stated)
balance				
contract date				(if not stated, the date this contract was made)

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes  
 GST of: \$

witness

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

witness

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30) PEXA**Electronic transaction** (clause 30)☐ no ☐ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

## ANNEXURE TO AGREEMENT FOR SALE

### **SPECIAL CONDITIONS**

#### **1. Death or incapacity of party:**

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

#### **2. Completion date:**

Notwithstanding any other provisions in this Contract, completion shall take place on or before the expiration of the period stipulated in the Contract for completion. Should either party fail to complete this Contract within such time then the other party may at any time thereafter give a notice to complete to such party or his solicitor requiring completion within fourteen (14) days of the service of such notice and making such time the essence of the Contract. It is agreed between the parties that the said period of fourteen (14) days is a reasonable period of time for the purposes of such Notice to Complete.

In the event that the Vendor has to issue a Notice to complete the Purchaser will pay the Vendor's Solicitors on the issue of the Notice to Complete. These costs are \$330.00, inclusive of GST, and shall become part of the purchase monies. These costs are based on communications to the Purchaser's Solicitor, taking instructions from the Vendor, the preparation of the Notice to Complete, to service of the Notice and the communications that follow the issue of the Notice.

#### **3. Condition of property, no objection by purchaser:**

##### **The purchaser acknowledges that:**

- (a) He has not been induced to enter into this agreement by any statement made or given by or on behalf of the Vendor.
- (b) He has relied entirely upon suitable enquiries and inspections as to the condition of the property before entering into this agreement.
- (c) He purchases the property in its present state and condition.

And the Purchaser agrees that he will not make any objection requisition or claim for compensation in relation to any of the above matters.

#### **4. Interest**

Provided that the Vendor is ready, willing and able to give title to the Purchasers, if this contract is not completed for any reason (other than the Vendor's default) on or before the Completion date then in addition to any other right which the Vendor may have under this contract or otherwise the Purchasers will on completion (which will in this clause include rescission or termination) 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 of the balance of purchase money due and payable on completion.

#### **5. Introduction by Vendor's Agent.**

The purchaser warrants:

- (a) That the purchaser has not been introduced to the vendor or the property directly or indirectly through the services of any real estate agent other than the vendor's agent or any other agent referred to on the front page of the printed provisions; and
- (b) In the event that no agent is referred to on the front page of the printed provisions that the purchaser has not been introduced to the vendor or the property directly or indirectly through the services of any real estate.

And the purchaser indemnifies the vendor from all claims, losses and liabilities arising out of a breach of this warranty. This clause will not merge on completion.

#### **6. Survey Report and Building Certificate**

- (a) The purchaser acknowledges that the vendor is not in possession or a survey report or building certificate under section 149(D) of the Environmental Planning and Assessment Act 1979(NSW) (Building Certificate) and the purchaser must not request the vendor to supply a survey report or Building Certificate on or before completion.
- (b) Despite anything contained in this contract or rule of law to the contrary, the vendor is not required to do any work or expend any money on or in relation to the subject property nor to make application for or do anything towards obtaining a Building Certificate.
- (c) If the purchaser wishes to obtain a Building Certificate the purchaser must apply for it at the purchaser's expense. If the relevant local council refuses or fails to issue the Building Certificate, the reason for the refusal or failure will not constitute a defect in title and the purchaser must not make any objection, requisition or claim for compensation or seek to rescind or terminate this contract or to delay completion because of any matter arising from an application for a Building Certificate.

**7. Electronic Conveyancing**

The Vendor and the Purchaser agree that if completion of this matter is to be completed by Electronic Conveyancing then the parties agree that in the event that settlement is delayed, cancelled or postponed either by the Vendor's outgoing Mortgagee's failures or the incoming Mortgagee's failures of whatsoever kind, or a delay by the Electronic Conveyancing system and the completion date is re-established at a later date then Clause 30 of this Contract does not apply.

**8. Requisitions on Title**

The purchaser agrees that the only form of general Requisitions on Title the Purchaser may make pursuant to Clause 5 shall be in the form of the Requisitions on Title annexed hereto.

**9. Alpine Country Motel – business name**

Included in the sale is the business known as Alpine Country Motel operated by Bosworth Family Trust. Also included is the business name Alpine Country Motel.

The vendor will immediately following exchange of contracts, apply for a consent to transfer number for the business name which will be provided to the purchaser on completion.

### **Motel Improvements**

- New Entrance with Brickwork, Piers with Coach Lights, and continued with Pier and Lattice.
- Block Horse Shelter in Paddock.
- All New Beds, Mattresses, Mattress Protectors, Sheets (Fitted and Flat), Pillows, Protectors and Cases.
- Old Kitchen Removed.
- Kitchen and Laundry Retiled (2011).
- New Kitchen (2012).
- Applied for Bore, Bore Approved License Number (40AL411729).
- Total Water Entitlement 6 Mega Litres.
- New Facia along front of Building and Sides (2015).
- Throughout Building New Ceilings, Insulation, Hardwired Smoke Detectors, Painted Through-out, New Floor Coverings Through-out, Bathroom Door Converted to Sliding, Elevated Mirrors in Bathrooms, Guttering on Shed with New Tank.
- Dining Room
- New Blinds and Backing and Block out with Lace Curtains in front of the Residence.
- New Blinds in the Front Two Rooms the same as the Dining Room.
- Main Bedroom has New Blind, Back Bed Room New Curtain.
- Kitchen has New Curtain.
- New Water Heaters x2.
- New Digital TV's have been upgraded as required, In (2018) Larger Digital TV's were upgraded in all Rooms except Room 1 (The TV is on the Shelf).
- All Rooms Have DVD Players with Remotes.
- DVD Collection is available for Guests to Hire.
- The Heaters have been Replaced in Rooms and there is Wall Mounted Panel Heaters.

- New Curtains are Throughout the Motel Rooms (2019) (Sheer and Main Curtains).
- New Doona's for Queen and Double Beds (Queen Beds have King Size and Double Have Queen Sets).
- New Doona Cover Sets on all beds, (Single, Double and Queen).
- Fencing to divide Back Yard, Shelter made under elevated water Tank.
- 2x Gates with Block Piers either side of the Shed.
- New Fencing and Gate around the front area of the Motel.
- (Header Course with Brick Piers and Timber Rails) In Front of Front Boundary Fence established native garden area with wood chips.
- New Secure Fence at the end of the yard between back of Motel and Paddock.
- Driveway has been covered with extra gravel to improve the appearance of the entrance.



## **Inventory for Outside Motel**

- Outdoor Furniture in front of all Rooms (consisting of either a Bench Seat or a table with 2x Chairs).
- Pot with Plants along the Front of the Rooms.
- Hanging Baskets with Artificial Plants in front of the Rooms.
- Smoke Trays.
- Car Parking in Front of the Rooms plus Extra Parking Available.
- Bin Area.

## **Inventory for Kitchen**

- Large Kitchen with Island Bench.
- Double Sink.
- Reverse Cycle Air Conditioner.
- DeLonghi 900cm Electric Oven with 5x Gas Burner Cooktop.
- Commercial Cook Top.
- Stainless Steel Stand and 5litre Deep Fryer.
- Miele Dishwasher.
- Wega Commercial Coffee Machine, Grinder, Water Softener, Cups and Saucers.
- Display Unit.
- Fridge 434 Litres.
- Freezer 393 Litres.
- Under Bench Fridge 140 Litres.
- Freezer Approximately 140 Litres.
- 4 Slice Toasters x2.
- Dinner Plates.
- Bread and Butter Plates.
- Bowls.
- Cutlery.
- Cook Ware Saucepans, Stockpot, Frypans, Mugs, Glasses (various sizes including Wine Glasses).
- Mixing Bowl.
- Baking Trays.
- Kitchen Utensils.
- Serving Bowls.
- Tea Pots.

- Small Milk Jugs (Table Service).
- Small Milk Bottles (Motel Rooms).
- Extra Mugs.
- Extra Cups and Saucers.
- Pepper and Salt Shakers (Dining Room).
- Gravy Jugs.
- Walk-in Pantry.
- Urn.
- Storage Drawers.
- Cereal Containers.
- Motel Supplies.
- PC Coffee.
- PC Tea Bags.
- PC Sugars.
- Takeaway Coffee Cups with Lids.
- Takeaway Food Containers.
- Straws.
- Serviettes.
- Pressed Timber Bowls.
- 2 Phase Power Point for Coffee
- Reverse cycle air conditioner

## **Laundry**

- 16kg Commercial Front Loader Dexter Washing Machine.
- 8kg Commercial Front Loader Ispo Washing Machine.
- Laundry Trolleys x3.
- Large Trolley.
- New Hager Board (Main switch x 20 amp 3c outlet)
- New Plumbing for 3 machines
- Wall shelves x 3

### **Inventory for Dining Room**

- Timber Look Vinyl Floor Covering.
- 3x Large Windows have Backing and Block out with Lace Curtains in Front.
- The 4<sup>th</sup> Smaller Window has Lace Curtains.
- Rinnai Energy Saver 1001FT Gas Heater.
- Hexagonal Tables x4 with 4x Chairs each.
- Square Table x1.
- Rectangle Table x1.
- Oval Table x1 with 2x Chairs.
- Cake Display Unit Refrigerated (Not Working).
- Tablecloth's (Green x6 and Apricot x6).
- Large Green Rectangular x1.
- Large Lace Rectangular Cloth.
- White Circular Lace Centre Pieces x6 with Small Dry Flower Arrangements x5.
- Shelve with Television Samsung Dolby Digital Plus.
- Small Display Unit.
- Old Style Radio Record Player.
- Variety of Carafes and Jugs.
- Menu Holders.

### **Inventory for Reception**

- Desk.
- Pot Belly Stove (Not in use).
- Brochure Holders.
- Timber Combo Bench with Seat.
- Black Board For (Menu or Items for Sale).
- Plants Fresh and Artificial.
- Ladies and Gents Toilet (Off Reception).

## **Alpine Country Motel**

### **Inventory**

- Room 1 Carpeted, Sheer Curtains, Main Curtains.
- Shelve with Flat Screen TV (TCL Brand), Remote, DVD Player with Remote.
- Queen Bed and Single Bed.
- All Beds have Electric Blankets, Light Mattress Protector, Water Proof Mattress Protector, Quilted Mattress Protector, Fitted Sheet, Flat Sheet, Doona with Doona Cover Set, 2x Pillows on Single Bed and 4x Pillows on Queen Bed and Extra Blankets in the Room.
- Bible and Information Folder.
- 1x Wall Mounted Print.
- 2x Bedside Tables with Lamps.
- Fluorescent Light above Queen Bed.
- Main Ceiling Fluorescent Light.
- Unit with Hanging Space with Coat Hangers, Tea and Coffee Making Facilities, Top Shelve has 2x Mugs with Saucers, 2x Cups with Saucers, Condiments Holder containing Tea, Coffee and Sugar, Tea Towel and Teaspoons.
- Bottom Shelf has Toaster and Electric Kettle.
- Below is a 140Litre Refrigerator which contains 2x Medium Glasses, 2x Small Glasses, 2x Wine Glasses, a Plastic Jug with Lid and 1x Ice Tray.
- 1x Small Bin.
- Bathroom.

- Shower.
- Sink.
- Toilet.
- Toilet Roll Holder.
- Hair Dryer.
- Shelve which Holds 1x Towel per person, 1x Face Washer, Sanitary Holder with Bags, Container with Shower Cap, Conditioning Shampoo and Soaps, Spare Toilet Roll, Tissues and Insect Spray.
- Towel Rails.
- Bath Mat and Hand Towel.
- Small Bin.
- Luggage Rack.
- Wall Panel Heater.
- Fan (Pedestal).



## **ALPINE COUNTRY MOTEL**

(Inventory)

Rooms 3,5,6,7 Contain the Following:

- Carpeted, Sheer Curtains, Main Curtains.
- Bench with Stools.
- Table and 2x Chairs.
- Flat Screen TV (TCL) Mounted on the Wall with Remote.
- Shelf below consists of DVD Player and Remote.
- Queen Bed and Single Bed.
- All Beds have Electric Blankets, Light Mattress Protector, Water Proof Protector, Quilted Mattress Protector, Fitted Sheet, Flat Sheet, Doona with Doona Cover Set, 2x Pillows on the Single Bed and 4x Pillows on the Queen Bed, and Extra Blankets in the Room.
- Bible and Information Folder.
- 1x Wall Mounted Print.
- 2x Bedside Tables with Lamps.
- Fluorescent Light situated above the Queen Bed.
- Main Ceiling Light is Fluorescent.
- Unit with Hanging Space with Coat Hangers, Tea and Coffee making Facilities, Top Shelf has 2x Mugs with Saucers, 2x Cups with Saucers, Condiments Holder with Tea, Coffee, Sugar, Tea Towel and Teaspoons.
- Bottom Shelf has Toaster and Electric Kettle.

- Below is a 140Litre Refrigerator which contains 2x Medium Glasses, 2x Small Glasses, 2x Wine Glasses, 1x Plastic Jug with Lid and 1x Ice tray.
- 1x Small Bin.
- Bathroom.
- Shower.
- Sink.
- Toilet.
- Toilet Roll Holder.
- Hair Dryer.
- Shelve which holds 1x Towel per person plus 1x Extra Face Washer, Sanitary Holder with Bags, Container with Shower Cap, Conditioning Shampoo and Soaps, Spare Toilet Roll, Tissues and Insect Spray.
- Towel Rails.
- Bath Mat and Hand Towel.
- Small Bin.
- Luggage Rack.
- Panel Water Heater.
- Pedestal Fan.

Rooms 1, 2, 5 and 7

Timber Bedheads for both single and queen beds attached to wall.

## **ALPINE COUNTRY MOTEL**

(Inventory)

Rooms 2,4,8 Contain the Following:

- Carpeted Rooms, Sheer Curtains, Main Curtains.
- Bench.
- Table and 2x Chairs.
- Flat Screen TV (TCL Brand) Mounted on the Wall with Remote.
- Shelf below with DVD Player and Remote.
- Queen Bed and 2-Seater Sofa.
- All Beds have Electric Blankets, Light Mattress Protector, Water Proof Protector, Quilted Mattress Protector, Fitted Sheet, Flat Sheet, Doona with Doona Cover Set, 4x Pillows on the Queen Bed and Extra Blankets in the Room.

- Bible and Information Folder.
- 1x Wall Mounted Print.
- 2x Bedside Tables with Lamps.
- Fluorescent light situated above the Queen Bed.
- Main Ceiling Light is Fluorescent.
- Unit with Hanging Space with Coat Hangers, Tea and Coffee Making Facilities, Top Shelf has 2x Mugs with Saucer, 2x Cups with Saucers, Condiments Holder with Tea, Coffee and Sugar, Tea Towel and Teaspoons.
- Bottom Shelf has a Toaster and Electric Kettle.
- Below is a 140Litre Refrigerator which contains 2x Medium Glasses, 2x Small Glasses, 2x Wine Glasses, Plastic Jug with Lid and 1x Ice tray.
- 1x Small Bin.
- Bathroom.
- Shower.
- Sink.
- Toilet.
- Toilet Roll Holder.
- Hair Dryer.
- Shelf which Holds 1x Towel Per Person plus 1x Extra Face Washer, Sanitary Holder with Bags, Container with Shower Cap, Conditioning Shampoo and Soaps, Spare Toilet Roll, Tissues and Insect Spray.
- Towel Rails.
- Bath Mat and Hand Towel.
- Small Bin.
- Luggage Rack.
- Panel Wall Heater.
- Pedestal Fan.

## **ALPINE COUNTRY MOTEL**

(Inventory)

Room 9 Contains the Following:

- Carpeted, Sheer Curtains, Main Curtains.
- Bench and 4x Stools.
- Table and 2x Chairs.
- Flat Screen TV (TCL Brand) Mounted on the Wall with Remote.
- Shelf below with DVD Player and Remote.
- 2x Double Beds.
- All Beds have Electric Blankets, Light Mattress Protector, Water Proof Protector, Quilted Mattress Protector, Fitted Sheet, Flat Sheet, Doona with Doona Cover Set, 4x Pillows on the Double Bed and Extra Blankets in the Room.
- Bible and Information Folder.
- 1x Wall Mounted Print.
- 2x Bedside Tables with Lamps.
- Fluorescent Light Situated above the Queen Bed.

- The Main Ceiling Light is Fluorescent.
- Unit with Hanging Space containing Coat Hangers, Tea and Coffee making facilities, Top Shelf has 2x Mugs with Saucers, Condiments Holder with Tea, Coffee and Sugar, Tea Towel and Teaspoons.
- Bottom Shelf has Toaster and Electric Kettle.
- Below is a 140 Litre Refrigerator which contains 2x Medium Glasses, 2x Small Glasses, 2x Wine Glasses, Plastic Jug with Lid and 1x Ice Tray.
- 1x Small Bin.
- Bathroom.
- Shower.
- Sink.
- Toilet.
- Toilet Roll Holder.
- Hair Dryer.
- Shelf which Holds 1x Towel Per Person plus 1x extra Face Washer, Sanitary Holder with bags, Container with Shower Cap, Conditioning Shampoo and Soaps, Spare Toilet Roll, Tissues and Insect Spray.
- Towel Rails.
- Bath Mat and Hand Towel.
- Small Bin.
- Luggage Rack.
- Panel Wall Heater.
- Pedestal Fan.



FOLIO: 2/878647

SEARCH DATE	TIME	EDITION NO	DATE
6/4/2021	12:05 PM	12	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 2 IN DEPOSITED PLAN 878647  
LOCAL GOVERNMENT AREA SNOWY MONARO REGIONAL  
PARISH OF JILLIMATONG COUNTY OF BERESFORD  
TITLE DIAGRAM DP878647

FIRST SCHEDULE

WAYNE DOUGLAS BOSWORTH  
KERRYIN MAY BOSWORTH  
AS JOINT TENANTS (T AB364148)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP878647 EASEMENT TO SUPPLY WATER 4 WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP878647 EASEMENT TO SUPPLY WATER OVER EXISTING LINE OF PIPES  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 4 DP878647 EASEMENT TO SUPPLY WATER 10 WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP878647 RESTRICTION(S) ON THE USE OF LAND
- 6 AB364149 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*





INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 1 of 6 sheets)

**DP 878647**

Subdivision of Lot 1 in DP 657615  
in Council's Certificate No. 97/98

Full name and address of  
Registered Proprietor

DONALD JULEFF MITCHELL of 6  
Fern Street Windang 2528 and  
SCOTT DAVID MITCHELL of Snowy  
Mountains Highway Cooma West 2630

Full name and address of  
First Mortgagee of the land

Australia & New Zealand  
Banking Group Ltd  
136 Sharp Street Cooma 2630

PART 1

1. Identity of easement or  
restriction Firstly referred  
to in the abovementioned plan

Easement to supply water 4 wide.

Schedule of Lots Etc Affected

Lots Burdened

Lots Name of Road or  
Authority Benefitted

2

1

2. Identity of easement or  
restriction Secondly referred  
to in the abovementioned plan

Easement to supply water over  
existing line of pipes.

Schedule of Lots Etc Affected

Lots Burdened

Lots Name of Road or  
Authority Benefitted

2

1

*DP Mitchell*  
.....  
*S.D Mitchell*  
.....  
Registered Proprietors

*Roy Harg*  
.....  
Snowy River Shire Council

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 2 of 6 sheets)

DP 878647

Subdivision of Lot 1 in DP 657615  
in Council's Certificate No. 07/98

3. Identity of easement or restriction Thirdly referred to in the abovementioned plan Easement to supply water 10 wide.

Schedule of Lots Etc Affected

<u>Lots Burdened</u>	<u>Lots Name of Road or Authority Benefitted</u>
2	1

2. Identity of easement or restriction Fourthly referred to in the abovementioned plan Restriction on use of land.

Schedule of Lots Etc Affected

<u>Lots Burdened</u>	<u>Lots Name of Road or Authority Benefitted</u>
2	1

PART 2

1. Terms of Easement Firstly referred to in the abovementioned plan

The owner of the lot benefitted may:

1. Use the lot burdened but only within the site of this easement
- 1.1 Sink maintain repair renew and replace a bore for the winning of water for domestic consumption and to run water through the bore unit and take-away pipe

...D. J. Mitchell...

X S. D. Mitchell

Registered Proprietors

...Reg. Hagg...  
Snowy River Shire Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS**  
**ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO**  
**SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 6 sheets)

DP 878647

Subdivision of Lot 1 in DP 657615  
in Council's Certificate No. 97/98

- 1.2 Install maintain repair renew and replace motors pumps pipes concrete base housing electrical wiring and connection and all other plant and equipment required for the operation of the bore motor and pump
- 1.3 Do anything reasonably necessary for the aforesaid purposes including:
- 1.3.1 entering the lot burdened
  - 1.3.2 taking anything on to the lot burdened
  - 1.3.3 carrying out work such as constructing placing repairing maintaining or replacing bore pipe pump motor housing or other plant wiring or equipment

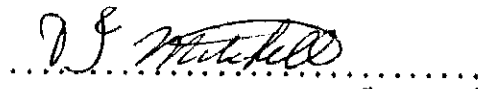

In exercising the aforesaid powers the owner of the lot benefitted must:

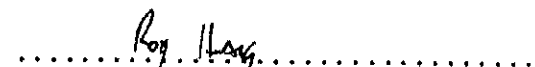
- (a) ensure all work is done properly
- (b) cause as little inconvenience as is practicable to the owner or occupier of the lot burdened
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it
- (d) restore the lot burdened as nearly practicable to its former condition
- (e) make good any collateral damage

The owner of the lot burdened shall be responsible for and liable for the cost of any constructing placing repairing maintaining or replacing as aforesaid.

Name of Person empowered to release vary or modify the Easement Firstly referred to in the abovementioned plan

The owner for the time being of the lot benefitted by this easement.

  
.....  
  
.....  
Registered Proprietors

  
.....  
Snowy River Shire Council

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 4 of 6 sheets)

DP 878647

Subdivision of Lot 1 in DP 657615  
in Council's Certificate No. 07/98

2. Terms of Easement Secondly referred to in the abovementioned plan

1. The owner of the lot benefitted may:

- (a) run water in and through the existing pipes through the lot burdened but only within the site of this easement
- (b) do anything reasonably necessary for that purpose including:
  - (i) entering the lot burdened
  - (ii) taking anything on to the lot burdened
  - (iii) carrying out works such as constructing replacing maintaining or repairing pipes and equipment

2. In exercising the above powers the owner having the benefit of this easement must:

- (a) ensure all work is done properly
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened
- (c) cause as little damage as practicable to the lot burdened and any improvement on it
- (d) restore the lot burdened as nearly as practicable to its former condition
- (e) make good any collateral damage

3. The owner of the lot burdened shall be responsible for and liable for the cost of any constructing replacing maintaining or repairing as aforesaid

Name of person empowered to release vary or modify the Easement Secondly referred to in the abovementioned plan

The owner for the time being of the lot benefitted by this easement.

.....*V. J. Mather*.....  
.....*S. P. Mitchell*.....  
Registered Proprietors

.....*Rep. Harg*.....  
Snowy River Shire Council

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 5 of 6 sheets)

DP 878647

Subdivision of Lot 1 in DP 657615  
in Council's Certificate No. 07/90

3. Terms of Easement Thirdly referred to in the abovementioned plan

1. The owner of the lot benefitted may:

- (a) use the lot burdened but only within the site of this easement for a tank for the storage of water gained from bore and roof water together with inlet and outlet pipes pressure pump and other necessary equipment and to run or pump water through the pipes as required
- (b) do anything reasonably necessary for that purpose including:
  - (i) entering the lot burdened
  - (ii) taking anything on to the lot burdened
  - (iii) carrying out works such as constructing replacing maintaining or repairing tank pipes pump wiring connections or other equipment

2. In exercising the above powers the owner having the benefit of this easement must:

- (a) ensure all work is done properly
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened
- (c) cause as little damage as practicable to the lot burdened and any improvement on it
- (d) restore the lot burdened as nearly as practicable to its former condition
- (e) make good any collateral damage

3. The owner of the lot burdened shall be responsible for and liable for the cost of any constructing replacing maintaining or repairing as aforesaid

.....*J. J. Mitchell*.....  
.....*S. D. Mitchell*.....  
Registered Proprietors

.....*Ray. Harg.*.....  
Snowy River Shire Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 6 of 6 sheets)

**DP 878647**

Subdivision of Lot 1 in DP 657615  
in Council's Certificate No. 57/98

Name of person empowered to release vary or modify the Easement Thirdly  
referred to in the abovementioned plan

The owner for the time being of the lot benefitted by this easement.

1. Terms of Restriction Fourthly referred to in the abovementioned plan

For the benefit of any adjoining land of Donald Juleff Mitchell and Scott David Mitchell but only during the ownership thereof by them their assigns other than purchasers on sale no fence shall be erected on the land hereby burdened to divide it from such adjoining land without the consent of Donald Juleff Mitchell and Scott David Mitchell or their assigns as aforesaid but such consent shall not be withheld if any such fence is erected without expense to Donald Juleff Mitchell and Scott David Mitchell or their assigns as aforesaid and in favour of any person dealing with Donald Juleff Mitchell and Scott David Mitchell such consent shall be deemed to have been given in respect of every fence for the time being erected.

Name of person empowered to release vary or modify the Restriction  
Fourthly referred to in the abovementioned plan

For so long as Donald Juleff Mitchell and Scott David Mitchell remain the registered proprietors of Lot 1 in this subdivision the foregoing restriction on use of land may be released varied or modified only by or with the consent of Donald Juleff Mitchell and Scott David Mitchell.

*[Signature of Donald Juleff Mitchell]*  
.....  
*[Signature of Scott David Mitchell]*  
.....  
Registered Proprietors

AUSTRALIA AND NEW ZEALAND  
LAND REVENUE OFFICE  
REGISTERED  
MICHELLE ANNE SUOMINEN  
*[Signature of Michelle Anne Suominen]*  
Michelle Anne Suominen

*[Signature of Ron Hagg]*  
.....  
Snowy River Shire Council

REGISTERED



9/7/1998



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: WAL28729

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SEARCH DATE	TIME	EDITION NO	DATE
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3/6/2021	4:31 PM	1	29/1/2015

WARNING NOTE: INFORMATION ON THIS REGISTER IS NOT GUARANTEED

TENURE TYPE: CONTINUING

HOLDER(S)

-----

WAYNE DOUGLAS BOSWORTH

KERRY MAY BOSWORTH

AS TENANTS IN COMMON IN EQUAL SHARES

(DW AG751988)

ENCUMBRANCES (1 ENCUMBRANCE)

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1 TERM TRANSFER: NIL

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

ACCESS LICENCE DETAILS

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CATEGORY: AQUIFER

SHARE COMPONENT:

SHARE - 6 UNITS

WATER SOURCE - LACHLAN FOLD BELT MDB GROUNDWATER SOURCE

WATER SHARING PLAN - NSW MURRAY DARLING BASIN FRACTURED ROCK

GROUNDWATER SOURCES 2020

EXTRACTION COMPONENT:

TIMES/RATES/CIRCUMSTANCES - SUBJECT TO THE CONDITIONS OF THE  
WATER ACCESS LICENCE

EXTRACTION FROM - AQUIFER

EXTRACTION ZONE - LACHLAN FOLD BELT MDB (OTHER) MANAGEMENT ZONE

NOMINATED WORKS:

WORK APPROVAL NUMBER(S) - 40WA411730

INTERSTATE TAGGING ZONE - NIL

CONDITIONS

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LICENCE CONDITIONS FORM A PART OF THIS LICENCE AND AFFECT THE SHARE  
AND EXTRACTION COMPONENTS. CONDITION STATEMENTS ARE AVAILABLE FROM

END OF PAGE 1 - CONTINUED OVER

21140

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: WAL28729

PAGE 2

CONDITIONS (CONTINUED)

WATERNSW

NOTES

A WATER LICENCE INFORMATION SHEET IS AVAILABLE FROM THE WATERNSW WEBSITE [WWW.WATERNSW.COM.AU](http://WWW.WATERNSW.COM.AU) AND SHOULD BE REFERRED TO IN INTERPRETING THIS LICENCE.

WATERNSW PHONE 1300 662 077, EMAIL [CUSTOMER.HELPDESK@WATERNSW.COM.AU](mailto:CUSTOMER.HELPDESK@WATERNSW.COM.AU)

LICENCE REFERENCE NUMBER: 40AL411729

PREVIOUS WATER ACT LICENCE NUMBER(S): 40PT930433, 40BL192550.

\*\*\* END OF SEARCH \*\*\*

21140

PRINTED ON 3/6/2021

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InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

## Planning Certificate – Section 10.7

*Environmental Planning and Assessment Act 1979*

### Section 10.7(2) Details

In accordance with the requirements of section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended), the following prescribed matters relate to the land at the date of this certificate.

Certificate Information	
Certificate Number	1380/21
Certificate Date	15/04/2021
Your Reference	21140

Property Description	
Address	Alpine Country Motel 651 Snowy Mountains Highway PINE VALLEY NSW 2630
Land Title	Lot 2 DP 878647 Ph Jillamatng
Assessment Number	40509655

This certificate provides information on how a property (such as land and buildings) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government.

Snowy Monaro Regional Council does not accept any liability for anything contained in this certificate which has been supplied by third-party sources and does not warrant the accuracy of the contents.

All users of this certificate must acknowledge that Snowy Monaro Regional Council does not owe them any duty of care and they indemnify Snowy Monaro Regional Council from all claims demands suits actions and proceedings for damages and consequential loss howsoever arising from their use of this certificate and its contents where third-party information is relied upon.

Column 1 Section 10.7(2) (Schedule 4 EP&A Regulation 2000)	Identification of the matter referred to in Column 1 and the extent to which it applies to the land
<b>1 Names of relevant planning instruments and DCPs</b>	
(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.	<p><i>Snowy River Local Environmental Plan 2013</i>  <i>Snowy River Local Environmental Plan 2013 (Amendment No 1)</i></p> <p>See <b>Note 6</b> for list of State Environmental Planning Policies</p>
(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	Nil
(3) The name of each development control plan that applies to the carrying out of development on the land.	<p><i>"Snowy River Shire Council Development Control Plan 2013 (Amendment 1)</i>  <i>The plan was adopted by Council on 26 November 2013 and came into effect on 20 December 2013.</i>  <i>The purpose of DCP 2013 is a source of information covering the technical, legislative and administrative aspects of development within the former Local Government boundary of Snowy River Shire. It provides detailed provisions to guide development so that it achieves the aims and objectives of the Snowy River Local Environmental Plan 2013. The DCP includes detailed objectives and controls for ensuring well designed, quality land use and development within the Snowy Monaro Regional Council.</i>  <i>This plan applies to all land to which the Snowy River Local Environmental Plan 2013 applies excluding the site specific Development Control Plan T2 Tyrolean Village Stage 3.</i></p>
In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	
<b>2 Zoning and land use under relevant LEPs</b>	
For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):	
(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),	RU1 Primary Production
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	See <b>Note 7</b> – Land Use Table
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	See <b>Note 7</b> – Land Use Table

(d) the purposes for which the instrument provides that development is prohibited within the zone,	See <b>Note 7 – Land Use Table</b>
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Yes.  Refer to the NSW Planning Portal <a href="https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address">https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address</a> for details or contact Councils Development section.
(f) whether the land includes or comprises critical habitat,	No
(g) whether the land is in a conservation area (however described),	Not in Heritage Conservation Area
(h) whether an item of environmental heritage (however described) is situated on the land.	No Heritage Item
<b>2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006</b>	
To the extent that the land is within any zone (however described) under:	
(a) Part 3 of the <i>State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)</i> , or	N/A
(b) a Precinct Plan (within the meaning of the 2006 SEPP), or	N/A
(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,	N/A
the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).	
<b>3 Complying Development</b>	
(1) The extent to which 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 <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> .	<p>The following Codes are <b>not</b> applicable to this land:</p> <p><b>Housing Code</b>  <b>Commercial and Industrial Alterations Code</b>  <b>Commercial and Industrial (New Buildings and Additions) Code</b>  <b>Container Recycling Facilities Code</b>  <b>Low Rise Medium Density House Code</b></p> <p>The following Codes are applicable to the land and complying development <b>may be carried out on the whole of the land</b> under these Codes:</p> <p>Nil</p> <p>The following Codes are applicable to the land but due to the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> complying development <b>may only be carried out on part of the land</b> under these Codes:</p> <p>Rural Housing Code</p>

	<p>Housing Alterations Code</p> <p>General Development Code</p> <p>Subdivisions Code</p> <p>Demolition Code</p> <p>Fire Safety Code</p> <p>Inland Code</p> <p>The following Codes are applicable to the land but due to the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes)2008</i> complying development <b>may not be carried out on the whole of the land</b> under these Codes:</p> <p>Nil</p>
(2) The extent to which 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 that Policy and the reasons why it may not be carried out under those clauses.	<p>For the Codes listed above that <b>may only be carried out on part of the land</b> or <b>may not be carried out on any part of the land</b> the reasons why complying development may not be carried out are as follows:</p> <p>The land is partially affected by specific land exemptions being land identified as environmentally sensitive land as it is subject to considerations associated with Terrestrial Biodiversity clauses contained in the relevant Local Environmental Plan.</p> <p>If complying development is permitted on <b>only part of the land</b> due to the above restrictions, the extent to which these restrictions apply to the land can be found on the NSW Planning Portal website maps at <a href="http://www.planningportal.nsw.gov.au">www.planningportal.nsw.gov.au</a>. These map(s) are based on the legislated maps/s for <i>Cooma-Monaro Local Environmental Plan 2013</i>, <i>Snowy Rover Local Environment Plan 2013</i> and <i>Bombala Local Environment Plan 2012</i> and represent the best information Council has on the extent to which the above restrictions affect this land.</p>
(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.	Not Applicable
	See <b>Note 3</b> at the end of this Certificate for further information.
<b>4 Repealed</b>	

<b>4A</b>	<b>Repealed</b>	
<b>4B</b>	<b>Annual charges under <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works</b>	
<p>In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p> <p><b>Note.</b> “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the <i>Local Government Act 1993</i>.</p>		N/A
<b>5</b>	<b>Mine subsidence</b>	
Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i> .		No
<b>6</b>	<b>Road widening and road realignment</b>	
Whether or not the land is affected by any road widening or road realignment under:		
(a)	Division 2 of Part 3 of the <i>Roads Act 1993</i> , or	No
(b)	any environmental planning instrument, or	No
(c)	any resolution of the council.	No
<b>7</b>	<b>Council and other public authority policies on hazard risk restrictions</b>	
Whether or not the land is affected by a policy:		
(a)	adopted by the council, or	No (see Note below)
(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,	Council has been advised by the NSW Department of Planning that in accordance with section 4.14 of the <i>Environmental Planning and Assessment Act 1979</i> Council is required to be satisfied that a development complies with ‘ <i>Planning for Bushfire Protection 2019</i> ’ where that development is within land identified as bushfire prone.
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),		
<p><b>Note:</b> Council has recently been provided with mapping information from the <i>Department of Industry – Resources and Energy</i> in conjunction with the NSW Governments <i>Heads of Asbestos Coordination Authorities (HACA)</i> in relation to the presence of ‘Naturally Occurring Asbestos’ (NOA) within the Shire. The HACA has also published information on what can be done to avoid contact with NOA. This information can be viewed at <a href="http://www.resourcesandenergy.nsw.gov.au/miners-and-explorers/safety-and-health/topics/NOA">http://www.resourcesandenergy.nsw.gov.au/miners-and-explorers/safety-and-health/topics/NOA</a> where there is a link to mapping and other information. The HACA has also published information on what can be done to avoid contact with NOA. Council has adopted an Asbestos Policy which includes provisions applicable to NOA. Council was not aware of the presence of NOA in the Shire when this Policy was adopted, and has no knowledge of any confirmed NOA sites. However following receipt of the mapping information Council is currently in the process of developing risk controls, guidance materials and an asbestos management plan in accordance with the adopted Asbestos Policy. The confirmed presence of naturally occurring asbestos on a site may result in restrictions being imposed upon future development of the site in accordance with the provisions of the Asbestos Policy.</p>		
<b>7A</b>	<b>Flood related development controls information</b>	
(1)	Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing	Not on Flood Prone Land - the land and access thereto is flood free and any development of the land will not suffer damage by flooding to a level anticipated in a 1

or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.	in 100 year storm event or will not adversely affect properties adjoining and in the locality by reason of the displacement, redirection or increased velocity of flood waters in accordance with the New South Wales Government "Floodplain Development Manual" (2005)
(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.	No - the land and access thereto is flood free and any development of the land will not suffer damage by flooding to a level anticipated in a 1 in 100 year storm event or will not adversely affect properties adjoining and in the locality by reason of the displacement, redirection or increased velocity of flood waters in accordance with the New South Wales Government "Floodplain Development Manual" (2005)
(3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the <i>Standard Instrument (Local Environmental Plans) Order 2006</i> .	
<b>8 Land reserved for acquisition</b>	
Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	Council has not been advised that any environmental planning instrument or proposed environmental planning instrument applying to the land provides for the acquisition of the land by a public authority as referred to in section 3.15 of the Act
<b>9 Contributions plans</b>	
The name of each contributions plan applying to the land.	Snowy River Shire Council Section 7.11 Contributions Plan 2008 Snowy River Shire Council Section 7.11 Contributions Plan 2010 - Shared Trails
<b>9A Biodiversity certified land</b>	
If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect.	No
<b>Note:</b> Biodiversity certified land includes land certified under Part 7AA of the <i>Threatened Species Conservation Act 1995</i> that is taken to be certified under Part 8 of the <i>Biodiversity Conservation Act 2016</i> .	
<b>10 Biodiversity stewardship sites</b>	
If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	No
<b>Note:</b> Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <i>Threatened Species Conservation Act 1995</i> that are taken to be biodiversity stewardship agreements under Part 5 of the <i>Biodiversity Conservation Act 2016</i> .	
<b>10A Native vegetation clearing set asides</b>	
If the land contains a set aside area under section 60ZC of the <i>Local Land Services Act 2013</i> , a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	No
<b>11 Bush fire prone land</b>	
If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.	Not bushfire prone land.  Information relied on to answer the above question

If none of the land is bush fire prone land, a statement to that effect.	<p>has been provided to Council by the NSW Rural Fire Service, for more information regarding the above information please contact the NSW Rural Fire Service. (<a href="http://www.rfs.nsw.gov.au">www.rfs.nsw.gov.au</a>)</p> <p><i>Please see Public Notice Bush Fire Prone Lands Mapping Update at the end of this certificate.</i></p>
<b>12 Property vegetation plans</b>	
If the land is land to which a property vegetation plan under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	
<b>13 Orders under <i>Trees (Disputes Between Neighbours) Act 2006</i></b>	
Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	No
<b>14 Directions under Part 3A</b>	
If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	No
<b>15 Site compatibility certificates and conditions for seniors housing</b>	
If the land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies:	
(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department, and	<p>No</p> <p>N/A</p> <p>N/A</p>
(b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	N/A
<b>16 Site compatibility certificates for infrastructure, schools or TAFE establishments</b>	
A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:	No
(a) the period for which the certificate is valid, and	N/A

(b)	that a copy may be obtained from the head office of the Department.	N/A
<b>17 Site compatibility certificates and conditions for affordable rental housing</b>		
(1)	A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:	No
(a)	the period for which the certificate is current, and	N/A
(b)	that a copy may be obtained from the head office of the Department.	N/A
(2)	A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.	N/A
<b>18 Paper subdivision information</b>		
(1)	The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.	No
(2)	The date of any subdivision order that applies to the land.	No
(3)	Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.	No
<b>19 Site verification certificates</b>		
	A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:	No
(a)	the matter certified by the certificate, and <b>Note.</b> A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land-see Division 3 of Part 4AA of <i>State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007</i>	N/A
(b)	the date on which the certificate ceases to be current (if any), and	N/A
(c)	that a copy may be obtained from the head office of the Department.	N/A
<b>20 Loose-fill asbestos insulation</b>		
	If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i> ) that are listed on the register that is required to be maintained under that Division, a statement to that effect.	Council is not aware of any residential dwelling erected on this land which has been identified in the Loose-Fill Asbestos Insulation Register as containing loose fill asbestos ceiling insulation. Contact NSW Fair Trading if further information is required.
<b>21 Affected building notices and building product rectification orders</b>		



(1)	A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.	No affected building notice.
(2)	A statement of:	
(a)	whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and	No building product rectification order.
(b)	whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.	No notice of intention to make a building rectification order.
(3)	In this clause: <b>affected building notice</b> has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i> . <b>building product rectification order</b> has the same meaning as in the <i>Building Products (Safety) Act 2017</i> .	

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

#### Contaminated Land

As of the date of this certificate, Council has no records to indicate that the site is potentially contaminated.

It is recommended that you ensure that the land has not in the past been used for certain purposes which could have involved the use of contaminants. A list of potentially contaminating uses is outlined in Attachment "A" to the end of this planning certificate.

Refer to Cooma Monaro Development Control Plan 2014 / Snowy River Development Control Plan 2013 / Bombala Development Control Plan 2012 – Planning Guidelines prepared by the Environment Protection Authority and the Department of Urban Affairs and Planning (1998). The guidelines are underpinned by State Environmental Planning Policy No 55 – Remediation of Land (SEPP 55), and the Contaminated Lands Management Act 1987.

In addition, Council has not been made aware of the land being subject to the following:

- land declared to be significantly contaminated land;
- land subject to a management order;
- land subject of an approved voluntary management proposal;
- land subject to an ongoing maintenance order; or
- subject of a site audit statement

## IMPORTANT NOTES – SECTION 10.7(2) CERTIFICATE

### Note 1 Terms of Reference

This Certificate does not make reference to the physical conditions of the property. Consequently no inspections have been made in respect of:

- (a) The presence or otherwise of noxious weeds on the property,
- (b) The condition of any structure/s on the land and associated infrastructure.

No advice is included in this Certificate in respect of outstanding or unauthorised works.

Should applicants require such details, that may be in addition to information provided in a S10.7(2) & (5) Certificate, application should be made, accompanied by the appropriate fee for such inspections.

### Note 2 Biosecurity (Weeds)

Weeds are a major environmental threat to the Snowy Monaro Region's agricultural and environmental assets. People considering purchasing land, particularly rural land, in the Council area are urged to contact Council's Biosecurity (Weeds) team for advice regarding landowners' responsibilities for the control of weeds.

### Note 3 Complying Development

- Under the **Housing Code** complying development may not be carried out on land which has an area less than 200 square metres and has a width, measured at the building line fronting a primary road, of at least 6m.
- Under the **Rural Housing Code** complying development for the erection of a new single-storey or two-storey dwelling house may only be carried out on land that (a) has an area of at least 80 hectares, or (b) is subject to a restriction created under section 88B of the *Conveyancing Act 1919* that specifies a building envelope for the lot and was required by the council.
- As per clause 1.18 of the Codes SEPP Complying Development is only possible on land where the development would otherwise be permissible with or without consent under the Council's Local Environmental Plan applicable to the land.
- Complying development may not be carried out on land outside the zonings identified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, or on a lot which is not entirely within the zoning in the Codes SEPP specified for that particular Complying Development code. Refer to *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* for other permissibility criteria.

### Note 4 Important Notice for any maps that relate to this certificate

These maps are not a precise survey document. Accurate locations can only be determined by a survey on the ground.

While every care is taken to ensure the accuracy of this data, neither the Snowy Monaro Regional Council nor the Land and Property Management Authority makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason.

### Note 5 Coinciding Legal and Practical Access

Purchasers of rural and non-urban land are advised to ensure that coinciding legal and practical access can be gained to the property from a public road.

### Note 6 State Environmental Planning Policies

Below is a list of all State Environmental Planning Policies (including publicised draft policies) that apply to Snowy Monaro Regional Council. Depending on circumstances set down in each policy, the policy may be specifically applicable to the land that is the subject of this certificate. You are advised to check the policy for the necessary details.

State Environmental Planning Policy No 19—Bushland in Urban Areas  
State Environmental Planning Policy No 21—Caravan Parks  
State Environmental Planning Policy No 33—Hazardous and Offensive Development  
State Environmental Planning Policy No 36—Manufactured Home Estates  
State Environmental Planning Policy No 55—Remediation of Land  
State Environmental Planning Policy No 64—Advertising and Signage  
State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development  
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)  
State Environmental Planning Policy (Aboriginal Land) 2019  
State Environmental Planning Policy (Activation Precincts) 2020  
State Environmental Planning Policy (Affordable Rental Housing) 2009  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (Concurrences and Consents) 2018  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy (Infrastructure) 2007  
State Environmental Planning Policy (Koala Habitat Protection) 2019  
State Environmental Planning Policy (Kosciuszko National Park—Alpine Resorts) 2007  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (Primary Production and Rural Development) 2019  
State Environmental Planning Policy (State and Regional Development) 2011  
State Environmental Planning Policy (State Significant Precincts) 2005  
State Environmental Planning Policy (Urban Renewal) 2010  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

Any enquiries regarding these State policies should be directed to the Department of Planning.

## **Zone RU1 Primary Production**

### **Without Consent**

Environmental protection works; Extensive agriculture; Home occupations

### **With Consent**

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Centre-based child care facilities; Community facilities; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Funeral homes; Garden centres; Helipads; Home-based child care; Home businesses; Home industries; Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Mooring pens; Moorings; Open cut mining; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Secondary dwellings; Timber yards; Transport depots; Truck depots; Veterinary hospitals; Water recreation structures; Wharf or boating facilities

### **Prohibited**

Any development not specified in item 2 or 3



## **ATTACHMENT A' – S10.7(2)**

Activities which are likely to have contaminated sites because of their past or present use:

- asbestos works;
- chemical and petrochemical works;
- docks and railway land, especially large sidings and depots;
- gasworks, other local carbonisation plants and ancillary by products works;
- industries making or using wood preservatives;
- installations involving the processing or use of radioactive materials;
- landfills and other waste disposal and storage sites, and transfer sites;
- land heavily treated with chemicals for agricultural or other purposes, eg aerial spraying;
- metal mines, smelters, foundries, iron and steel works, metal finishing works;
- mine tailings dumps (including mineral sands tailings);
- munitions production and testing sites;
- oil refineries, petroleum storage and distributions sites;
- paper and printing works;
- pesticide storage areas, areas where vehicles used for the transport and storage of pesticides are washed, and areas where tanks are used to store pesticides;
- plants and heavy engineering installations, eg shipbuilding and shipbreaking;
- power stations and switching yards etc;
- scrap yards;
- stock dipping, eg sheep, cattle etc;
- tanneries

## Public Notice

### Bushfire Prone Lands Mapping Update

The NSW Rural Fire Service (RFS) and Snowy Monaro Regional Council have prepared a draft Bush Fire Prone Land (BFPL) Map using new categories identified by the (RFS) and updated vegetation mapping. This has resulted in the majority of the Local Government Area being mapped as bushfire prone land.

This notice has been prepared to inform you of the changes as they may impact plans for developing your property. Also when the new mapping comes into effect you may notice that your land is now identified as bushfire prone in the Section 10.7 Planning Certificate accompanying the sale of your land.

Please note that the revised map is currently in the drafting stage and will be available to the public in the near future. Council expects the draft map to be approved by the NSW RFS in 2019/20.

The new map is necessary because the NSW Rural Fire Service has changed the current two (2) categories BFPL classification system to a three (3) category BFPL classification system. The three (3) new categories are outlined below.

The three categories are defined as follows:

- Vegetation Category 1 is vegetation which is the highest risk for bush fire. It is represented as red on the BFPL Map and will be given a 100m buffer. This vegetation category has the highest combustibility and likelihood of forming fully developed fires including heavy ember production. Examples of Category 1 vegetation include areas of forest, woodlands, heaths (tall and short), forested wetlands and timber plantations.
- Vegetation Category 2 is considered to be a lower bushfire risk than Category 1 and Category 3 but higher than the excluded areas. It is represented as light orange on a bush fire prone land map and will be given a 30 metre buffer. This vegetation category has lower combustibility and/or limited potential fire size due to the vegetation area shape and size, land geography and management practices. Examples of category 2 vegetation include rainforests and lower risk vegetation parcels.
- Vegetation Category 3 is considered to be medium bush fire risk vegetation. It is higher in bush fire risk than category 2 (and the excluded areas) but lower than Category 1. It is represented as dark orange on a Bush Fire Prone Land map and will be given a 30 metre buffer. Examples of Category 3 vegetation include Grasslands, freshwater wetlands, semi-arid woodlands, alpine complex and arid shrublands.

Any development (including minor works) on properties impacted by the BFPL mapping will require an assessment under *Planning for Bushfire Protection Guidelines* and relevant construction standards.

Snowy Monaro Regional Council offer planning services to the community including a duty planner available on weekdays and pre-lodgement meetings to discuss planning implications for larger or more complex proposals. Information on building in bushfire prone areas can be found on the NSW RFS website – see <https://www.rfs.nsw.gov.au/resources/publications/building-in-a-bush-fire-area>.

Enquiries 1300 345 345  
Our Ref Certificate Number 1406/2021 | P/N 254913  
Your Ref 21140



InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

Certificate Number – 1406/2021  
Certificate Date – 23/04/2021  
Your Reference – 21140

## Drainage Diagram

*(Issued under the Local Government Act, 1993)*

<b>Legal Description</b>	Lot 2 DP 878647 Ph Jillamatng
<b>Property Address</b>	Alpine Country Motel 651 Snowy Mountains Highway PINE VALLEY NSW 2630
<b>Owners Name</b>	W D Bosworth & K M Bosworth
<b>Certifying Authority</b>	Snowy Monaro Regional Council

In respect to the abovementioned property, there are no Drainage Diagram/s for the subject land.

Signed on behalf of Sophie Ballinger  
Manager Development

Signature:

A handwritten signature in black ink, appearing to read "S. Ballinger", followed by a horizontal line.

Position: Team Leader Development Support



ASIC

Australian Securities & Investments Commission

# Record of Registration for Business Name

Business name information for:

**ALPINE COUNTRY MOTEL**

This Record of Registration contains information recorded on the Australian Securities and Investments Commission's (ASIC) register under section 33(8) of the Business Names Registration Act 2011.

**Date:** 27 April 2007

**Next renewal date:** 27 April 2022

Record of registration issued by the Australian Securities and Investments Commission on 19 May 2020

Rosanne Bell  
Senior Executive Leader  
Registry





ASIC

Australian Securities & Investments Commission

## **Summary of business name details**

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**Business name:** ALPINE COUNTRY MOTEL

**Registration date:** 27 April 2007

**Status:** Registered

**Period of registration:** 3 Years

**Next renewal date:** 27 April 2022

## **Business name holder details**

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**Business name holder:** KERRYN MAY BOSWORTH, WAYNE DOUGLAS  
BOSWORTH

**Holder type:** Partnership

**ABN:** Multiple

**Partner name:** WAYNE DOUGLAS BOSWORTH

**Date of birth:** 8 February 1952

**Place of birth:** SYDNEY Australia

**Residential address:** 651 SNOWY MOUNTAINS HWY PINE VALLEY - Cooma  
NSW 2630 Australia

**Partner name:** KERRYN MAY BOSWORTH

**Date of birth:** 8 March 1956

**Place of birth:** DENILIGUIN, NSW Unknown

**Residential address:** 651 SNOWY MOUNTAINS HWY PINE VALLEY - Cooma  
NSW 2630 Australia

## **Addresses**

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**Address for service of documents**

651 SNOWY MOUNTAINS HWY PINE VALLEY

-

Cooma NSW 2630

Australia

**Principal place of business**



**ASIC**

Australian Securities & Investments Commission

651 SNOWY MOUNTAINS HWY PINE VALLEY

-

Cooma NSW 2630

Australia

**Email**

info@alpinecountrymotel.com.au

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**Disclaimer**

While every effort has been made to ensure the reliability and accuracy of the information in this record, ASIC does not guarantee or warrant the accuracy or authenticity of the information. ASIC will not be liable for any damage or loss arising from any incorrect or incomplete information provided.

## **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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

**6 Error or misdescription**

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

**7 Claims by purchaser**

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

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

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

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

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

**10 Restrictions on rights of purchaser**

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –



- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

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

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
    - 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
    - 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
    - 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
    - 16.4 The legal title to the *property* does not pass before completion.
    - 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
    - 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
  - **Purchaser**
    - 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
      - 16.7.1 the price less any:
        - deposit paid;
        - *FRCGW remittance* payable;
        - *GSTRW payment*; and
        - amount payable by the vendor to the purchaser under this contract; and
      - 16.7.2 any other amount payable by the purchaser under this contract.
    - 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
    - 16.10 On completion the deposit belongs to the vendor.
  - **Place for completion**
    - 16.11 *Normally*, the *parties* must complete at the completion address, which is –
      - 16.11.1 if a special completion address is stated in this contract - that address; or
      - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
      - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
    - 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
  - 17.2 The vendor does not have to give vacant possession if –
    - 17.2.1 this contract says that the sale is subject to existing tenancies; and
    - 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
  - 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
  - 18.2 The purchaser must not before completion –
    - 18.2.1 let or part with possession of any of the *property*;
    - 18.2.2 make any change or structural alteration or addition to the *property*; or
    - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
  - 18.3 The purchaser must until completion –
    - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
    - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## **25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 25.5.3 *normally*, need not include a Crown grant; and
  - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
  - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
  - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## **26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
  - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
  - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 If a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;



- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
  - 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

651 Snowy Mountains Highway PINE VALLEY NSW 2630