

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	One Agency Cooma 45 Vale Street, Cooma NSW 2630 Email: craigschofield@oneagency.com.au	Phone: 02 6452 6121 Ref: Craig Schofield
co-agent		
vendor	Mark Anthony Macleay Watson Sanders, Margaret Elaine Sanders, Ronald David Sutton and Megan Barbara Sutton 7 Lockeridge Drive, Tumut NSW 2720	
vendor's solicitor	Allan Kelly Solicitor 59 Fitzroy Street, Tumut NSW 2720 PO Box 69, Tumut NSW 2720 DX 5500 Tumut Email: arkelly@bigpond.net.au	Phone: 02 6947 1677 Fax: 02 6947 3684 Ref: ARK:KW:42098
date for completion	30 days after the date of this contract (clause 15)	
land (address, plan details and title reference)	Bobeyan Road, Bolaro NSW 2629 Lot 39 in Deposited Plan 750538, Lot 69 in Deposited Plan 750538 and Lot 1 in Deposited Plan 1218264 Folio Identifiers 39/750538, 69/750538 and 1/1218264	
	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: 2nd shed structure with one bedroom and loft area, 2 x large sheds	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor				
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 Lodgement Network (ELN) (clause 30):

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW* payment
(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 (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

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

SPECIAL CONDITIONS – RURAL LAND

22. COMPLETION

The completion date is 30 days after the date of this contract.

23. FAILURE TO COMPLETE BY COMPLETION DATE

- 23.1.1. the purchaser must pay interest on the unpaid balance of the price at the rate of 8% per annum calculated daily from and including the completion date to but excluding the actual day of completion;
 - 23.1.2. the interest must be paid on completion;
 - 23.1.3. the vendor is not obliged to complete unless that interest is paid;
 - 23.1.4. interest payable pursuant to this clause is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete in accordance with this contract;
 - 23.1.5. the right to interest does not limit any other rights the vendor may have as a result of the purchaser's failure to complete in accordance with this contract; and
 - 23.1.6. the vendor can by serving a notice at any time prior to completion elect to fix the completion date as the adjustment date.
 - 23.1.7. The requirement to pay interest will not apply where the Vendor has caused or contributed to completion being delayed.
- 23.2 For the purpose of clause 15. 3.00pm on the day 14 days from the date of service of a notice to complete is a reasonable period to allow for completion.

24. WARRANTIES, ACKNOWLEDGEMENTS, ETC.

- 24.1 The provisions set out in this contract contain the entire agreement between the parties as at the date of this contract notwithstanding any;
- 24.1.1. negotiations or discussions held, or
 - 24.1.2. documents signed or brochures produced, prior to the date of this contract.
- 24.2 The purchaser agrees that:
- 24.2.1. in entering into this contract the purchaser has not relied upon any warranty or representation made by or any other conduct of the vendor or any person on behalf of the vendor except those that are expressly provided in this contract; and

24.2.2. the purchaser is relying entirely upon his own enquiries relating to and inspection of the property.

24.3 Without limiting the generality of clause 24.2. the purchaser agrees that neither the vendor nor anyone on behalf of the vendor has made any representations or warranty upon which the purchaser relies as to the fitness or suitability for any particular purpose of the property or of any financial return or income to be derived from the property.

24.4 The purchaser accepts the property in its present state of repair and condition and subject to all latent and patent defects of title.

24.5 The purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of;

24.5.1. the state of repair or condition of the property; or

24.5.2. any latent or patent defects of title.

25. **AGENT**

25.1 The purchaser warrants that the purchaser was not introduced to the vendor or to the property by or through the medium of:

25.1.1 a real estate agent;

25.1.2 an employee of a real estate agent; or

25.1.3 a person having a connection with a real estate agent;

other than the vendor's agent (if any) named in the Contract.

25.2 The purchaser must at all time indemnify the vendor from and against:

25.2.1 any claim for commission made by any person other than the vendor's agent arising out of a breach of the warranty in Clause 25.1; and

25.2.2 all actions, proceedings and expenses arising out of any such claim.

26. **ANNEXURES**

26.1 Annexed to this Contract are copies of the following:

- Certificate of Title Folio Identifier – 39/750538, 69/750538, 1/1218264
- Deposited Plan 3054.1765, 3450.1765, 1218264
- Section 10.7 Certificate – 757/22, 758/22, 759/22
- Rural Land Requisitions on Title

The vendor does not warrant the accuracy or completeness of any of the annexures to this contract.

- 26.2 If prior to the signing of this contract by or on behalf of the purchaser documents were attached to this contract by or on behalf of the purchaser at the request of the vendor, the person attaching those documents did so as the agent of the vendor.

27. INVALIDITY AND CONSTRUCTION

- 27.1 If the whole or any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.
- 27.2 If there is a conflict between these additional provisions and the printed provisions of this contract, these additional provisions prevail.
- 27.3 Headings are listed for convenience of reference only and should be ignored in the interpretation of this contract.

28. VARIATION OF CONTRACT

This Contract is varied as follows:

- 28.1 Clauses 21.3- 29 inclusive of the printed Contract are deleted.

29. INVESTMENT OF DEPOSIT

Further to Clause 3, the vendor and the purchaser acknowledge that each is aware of the provisions of the Taxation Laws Amendment (Tax File Numbers) Act No. 92 of 1988 and in particular that if a tax file number or claim for exemption is not quoted to the Bank or Building Society, it will deduct tax from unattributed income. Unattributed income is income from an investment for which the investor has not quoted a tax file number or informed the investment body that the investor is exempt from quoting the investor's tax file number.

30. FENCES

The Purchaser shall take the subject property with the boundary and internal fences and other improvements, if any, thereon in their present position and state of condition and repair.

31. ROADS

No requisitions or objection shall be made or compensation allowed by reason of the fact that there are any roads or reservations of roads traversing the subject property and/or any gates have been erected across a road or roads traversing the subject property and/or the vendor does not hold any permits or authorities to enclose roads within the boundaries of the lands sold or to carry rabbit proof or other fencing across any road dividing or adjoining the said lands or on the grounds of the existence of roads not disclosed by the particulars.

32. LEASES, LICENCES

The property is sold subject to existing mining leases, authorities to enter and exploration licences or any application for any such leases authorities to enter or licences affecting the subject property and the purchaser shall be deemed to have satisfied himself/herself with regard thereto prior to the execution of this contract and shall not be entitled to make any requisition or take any objection to such rights, leases,

authorities or licences as may be existing or applied for at the date hereof affecting the land agreed to be sold.

33. DEPOSIT

The purchaser acknowledges and agrees that if a deposit of less than 10% of the purchase price is paid and the purchaser defaults in the performance of its obligation to complete this contract and the vendor exercises its right to terminate the contract then the vendor shall be entitled to recover the balance of deposit representing 10% of the purchase price as a liquidated debt which shall be forfeited absolutely to the vendor.

34. REQUISITIONS

The purchaser acknowledges that the only form of general Requisitions on Title that the purchaser shall be entitled to raise pursuant to Clause 5 shall be in the form of **Requisitions on Title** annexed to this Contract.

35. GUARANTEE & INDEMNITY (where Purchaser is a Company)

35.1 If the Purchaser of the property is a Company, the Officers or persons who sign this Contract on behalf of the Company or who attest the Seal of the Company on this Contract:-

- (a) Jointly and separately guarantee all obligations of the Purchaser under this Agreement including the payment of the purchase price;
- (b) Jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this Agreement;

35.2 This Guarantee and Indemnity is given by each Guarantor as Principal and is not discharged or released by any release or variation of this Agreement between the Vendor and the Purchaser.

36. FARMING BUSINESS – GST

36.1 In this clause 'GST' refers to goods and services tax under A New Tax System (Goods and Services) Act 1999 ("GST Act") and the terms used have the meanings as defined in the Act.

36.2 The Vendor warrants that a farming business has been carried on the land comprised in the sale for more than five years before the date of this Agreement.

36.3 The Purchaser warrants that, on and after completion of this sale, a farming business will be carried out on the land.

36.4 In the event of the vendor being liable for GST, because of the purchaser's failure to comply with (3)

- (a) the Purchaser agrees to pay to the Vendor, within 14 days after the Vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest;

- (b) the Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations.

36.5 The Vendors and Purchaser agree that the provisions of this clause shall not merge on completion of this Agreement.

37. CONTAMINATION

The Purchaser acknowledges that the property has for many years been conducted as a grazing property with consequent use of chemicals considered appropriate at the time. The Vendor cannot warrant that no contamination has occurred as a result of the utilisation of such chemicals from time to time, but does warrant that no stock has been condemned on slaughter as a result of chemicals residues. The Purchaser shall not make nor take any requisition, objection or claim for compensation should it be determined at any time that the land has been contaminated by chemicals and this clause shall not merge on completion.



FOLIO: 39/750538

SEARCH DATE	TIME	EDITION NO	DATE
11/5/2022	9:53 AM	1	30/6/2016

LAND

LOT 39 IN DEPOSITED PLAN 750538
LOCAL GOVERNMENT AREA SNOWY MONARO REGIONAL
PARISH OF DUNCAN COUNTY OF BERESFORD
(FORMERLY KNOWN AS PORTION 39)
TITLE DIAGRAM CROWN PLAN 3054.1765

FIRST SCHEDULE

MARK ANTHONY MACLAHEY WATSON SANDERS
IN 1/4 SHARE
MARGARET ELAINE SANDERS
IN 1/4 SHARE
RONALD DAVID SUTTON
IN 1/4 SHARE
MEGAN BARBARA SUTTON
IN 1/4 SHARE
AS TENANTS IN COMMON (CN AK522221)

SECOND SCHEDULE (2 NOTIFICATIONS)

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

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

935488



PLAN OF PORTION 39

County of Beresford Parish of Duncan
 Land District of Cooma Land Board District of Cooma

Resumed Area N°49 Bolero Pastoral Holding Eastern Division.

Applied for under the 26th Section of the Crown Lands Act of 1884 by Andrew Castle Clugston

Por. N° C.P. N° 93.28 May 18th Withdrawn 24th Dec 1903

Por. N° C.L. N°

Part of Classification Reserve Notified 30th December 1903 Revoked 24th Dec 04

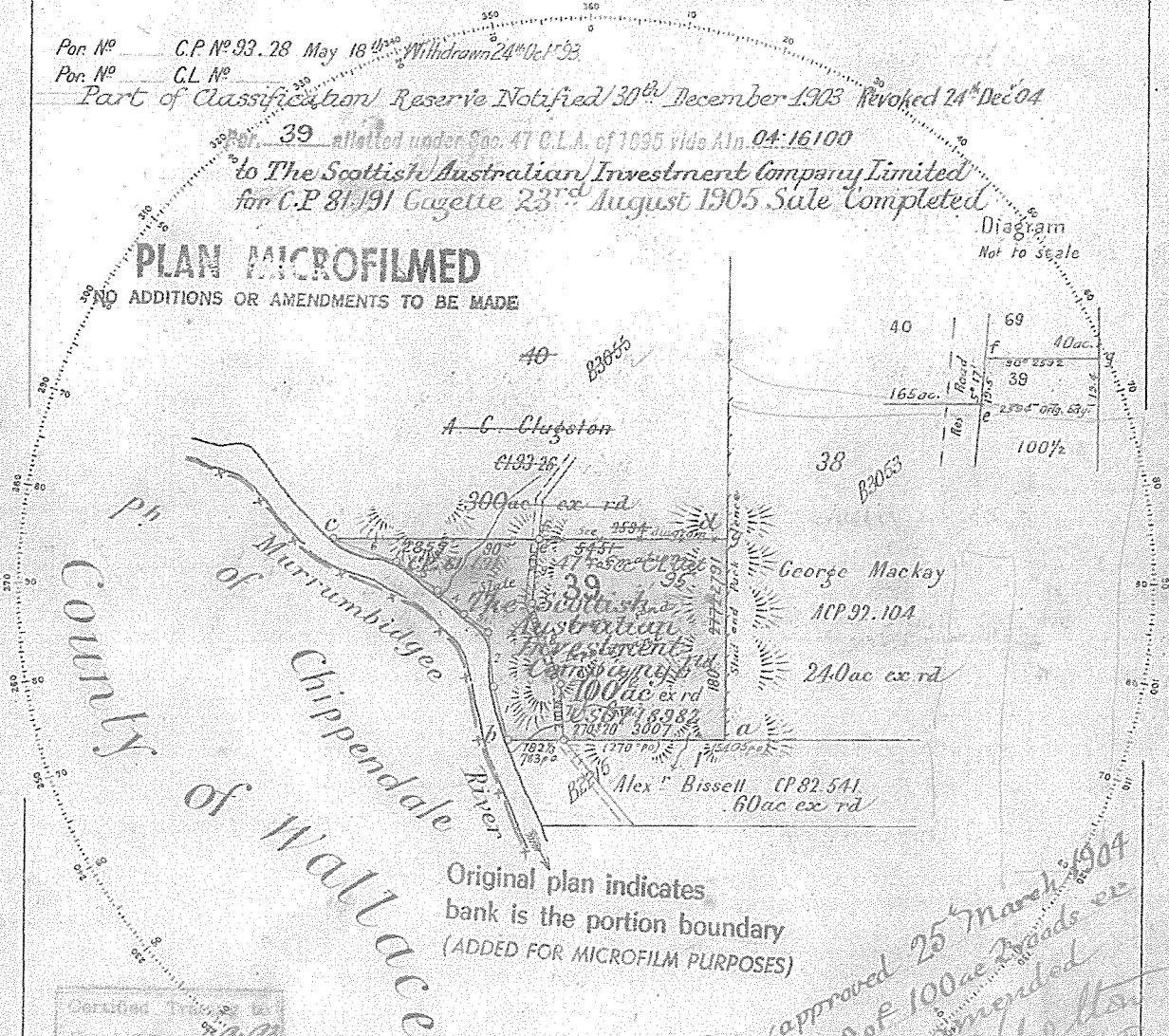
Por. 39 allotted under Sec. 47 C.L.A. of 1895 vide A.L.N. 04.16100

to The Scottish Australian Investment Company Limited
 for C.P. 81/191 Gazette 23rd August 1905 Sale Completed

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Diagram
 Not to Scale



Original plan indicates
 bank is the portion boundary
 (ADDED FOR MICROFILM PURPOSES)

Certified True to
 Head Office 7.9.93

Azimuth taken from a.d.
 Field Book Vol. 6417 Folio 8

Reference to Corners

Angle	Bearing	From	Links	N° m. Tree
a	210° 00	Gum	40	38.39
b	Peg numbered		1	39
c	117° 30	Gum	12	39.40
d	90° 00	Gum	20	39.40
e	321° 45	D. Gum	4	39.40
f	352° 0	do.	21	39.69
g	46° 20	do.	25 1/2	39.69

Reference to Traverse

Line	Bearing	Distances
1	344° 21	762.0
2	353° 22	742.4
3	305° 33	424.4
4	311° 38	473.7
5	305° 39	687.2
6	289° 48	351.0
7	356° 13	777.5
8	340° 06	1172.0
9	5° 17	885.0

I hereby certify that I in person made and on the 28th June 1897 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

James Robertson Licensed Surveyor
 Transmitted to the District Surveyor with my letter of 26th July 1893

Voucher N° 2333 Passed 7.9.93
 Calculation Book N° 57 Folio 74
 Checked and Charted
 Examined
 Plan approved 15th August 1893

Value of Improvements Fencing £25 per
 mile vide letter

Scale 20 Chains to an Inch

3054-1765

B3054-1765



FOLIO: 69/750538

SEARCH DATE	TIME	EDITION NO	DATE
11/5/2022	9:53 AM	1	30/6/2016

LAND

LOT 69 IN DEPOSITED PLAN 750538
LOCAL GOVERNMENT AREA SNOWY MONARO REGIONAL
PARISH OF DUNCAN COUNTY OF BERESFORD
(FORMERLY KNOWN AS PORTION 69)
TITLE DIAGRAM CROWN PLAN 3450.1765

FIRST SCHEDULE

MARK ANTHONY MACLAHEY WATSON SANDERS
IN 1/4 SHARE
MARGARET ELAINE SANDERS
IN 1/4 SHARE
RONALD DAVID SUTTON
IN 1/4 SHARE
MEGAN BARBARA SUTTON
IN 1/4 SHARE
AS TENANTS IN COMMON (CN AK522221)

SECOND SCHEDULE (1 NOTIFICATION)

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

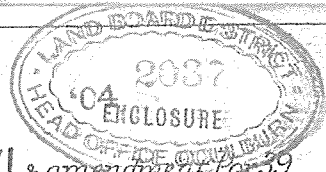
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Cancels part B30551765

SUBDIVISION



PLAN OF PORTIONS 69 to 71 & amendment for 39
 County of Beresford Parish of Duncan
 Land District of Cooma Land Board District of Goulburn
 Resumed Area N^o 49A Bolero Pastoral Holding Eastern Division

Applied for under the Section of the Crown Lands Act of 18 by -
 Bolero (Rosevale) Exchange

Por. N^o C.P. N^o
 Por. N^o C.L. N^o

Within Classification Reserve Notified 30th Dec^r 03 Revoked 24th Dec^r 1904

Por. 70 & 71 allotted under Sec 47 C.L.A. of 1895 vide A.M. 04-16100

to The Scottish Australian Investment Company Limited

Portion 70 for C.P. 90-329 vide Gaz. 23rd Aug^r 05

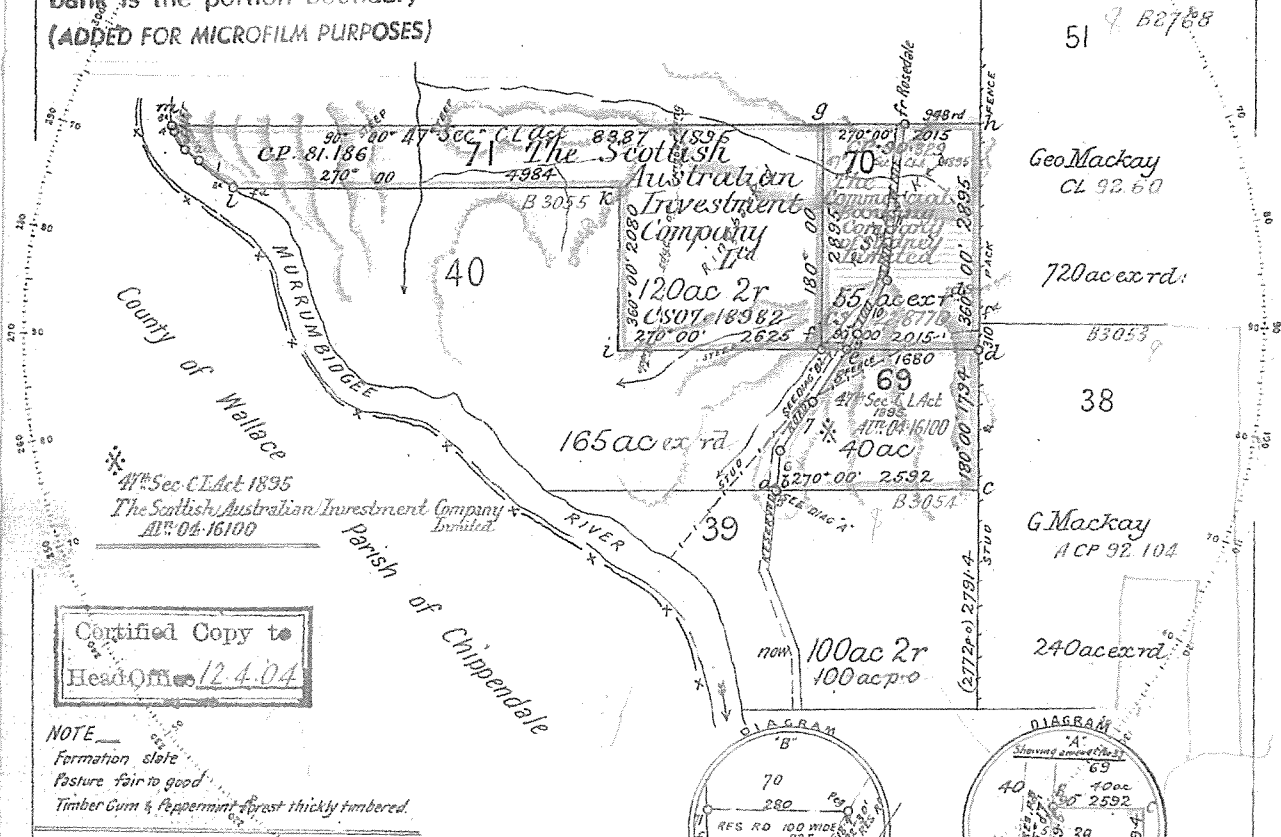
" 71 for C.P. 81-186 Sale Completed

Original plan indicates

bank is the portion boundary
 (ADDED FOR MICROFILM PURPOSES)

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE



Certified Copy to
 Head Office 12.4.04

NOTE -
 Formation slate
 Pasture fair to good
 Timber Gum & Peppermint forest thickly timbered.

Azimuth taken from Por 40
 Field Book Vol 6871 Folio 72 & 73

Reference to Corners

Corner	Bearing	From	Links	ft on Tree
a	321° 45'	0 th Gum	4	39-40
b	354° 00'	0 th Gum	21	39-69
c	46° 20'	0 th Gum	25½	39-69
d	170° 45'	Gum	42½	69-70
e	324° 40'	0 th Gum	16½	69-40
f	1° 15'	0 th Gum	13½	70-71
g	19° 00'	Gum	48½	70-71
h	111° 40'	Gum	82	70
i	156° 30'	Gum	27½	40-71
k	132° 45'	Peppmt	34½	40-71
l	174° 20'	Gum	28½	40-71
m	216° 50'	Gum	22½	71

Reference to Traverse

Line	Bearing	Distance
1	307° 47'	557
2	312° 48'	216
3	328° 26'	284
4	339° 35'	91
5	5° 17'	195
6	5° 17'	507
7	35° 24'	1753
8	32° 30'	800
9	32° 30'	239
10	29° 18'	1789
11	6° 12'	2018

I hereby certify that I in person made and on the 18th Feb^r 1904 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of licensed Surveyors and the practice of the Department of Lands

Transmitted to the District Surveyor with my letter of 20th Feb^r 1904 N^o 4

Voucher N^o 04/4 Passed 20 2 7 1905 3 a
 Calculation Book N^o 2124 Folio 7
 Checked and Charted A. Styling 22 March 04
 Examined and 25 March 1904
 Plan approved

Scale 20 Chains to an Inch

B34501765



FOLIO: 1/1218264

SEARCH DATE	TIME	EDITION NO	DATE
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11/5/2022	9:53 AM	1	24/2/2017

LAND

LOT 1 IN DEPOSITED PLAN 1218264
AT BOLARO
LOCAL GOVERNMENT AREA SNOWY MONARO REGIONAL
PARISH OF DUNCAN COUNTY OF BERESFORD
TITLE DIAGRAM DP1218264

FIRST SCHEDULE

MARK ANTHONY MACLAHEY WATSON SANDERS
IN 1/4 SHARE
MARGARET ELAINE SANDERS
IN 1/4 SHARE
RONALD DAVID SUTTON
IN 1/4 SHARE
MEGAN BARBARA SUTTON
IN 1/4 SHARE
AS TENANTS IN COMMON (TX AM124569)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



Registered:  29.03.2016

Purpose : ROAD CLOSURE AND FIRST TITLE CREATION

Sheet of sheets

LOCALITY: BOLARO

PARISH : DUNCAN

CROWN LANDS NSW APPROVAL

File : W 402484

This plan is exempt from Subdivision Certificate under Section 23G (b) of the Conveyancing ACT, 1919

IT IS INTENDED TO CLOSE THE ROAD
SHOWN AS LOT 1

Full dimensions and/or area(s) may not be available for all lots. Any division of the lands herein may necessitate the lodgment of a plan of survey.

ePlan

PLAN FORM 6

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 1

**PLAN OF FIRST TITLE CREATION AND
ROAD CLOSING UNDER THE ROADS ACT, 1993**

DP1218264

Registered:  29.03.2016

Surveying Regulation, 2012

I,
 of
 a surveyor registered under the *Surveying Act, 2002*, certify that the
 survey represented in this plan is accurate, has been made in
 accordance with the *Surveying Regulation, 2001* and was completed
 on:

The survey relates to

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


Signature Dated:
 Surveyor registered under the *Surveying Act, 2002*

Datum Line:
 Type: Urban/Rural

**SIGNATURES, SEALS and STATEMENTS of intention
to dedicate public roads or to create public reserves
and drainage reserves.**

Crown Lands NSW/Western Lands Office Approval

I, Daniel Bertholli, (Authorised Officer) in approving this plan certify
 that all necessary approvals in regard to the allocation of the land
 shown herein have been given

Signature: 
 Date: 24 February 2016
 Application Number: W402484
 File Number: 07/4560
 Office: Newcastle

Subdivision Certificate

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

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

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:
 Date of Endorsement:
 Accreditation no:
 Subdivision Certificate no:
 File no:

* Delete whichever is inapplicable.

Use PLAN FORM 6A for additional
 certificates, signatures and seals

SURVEYOR'S REFERENCE:

* OFFICE USE ONLY

Allan Kelly
PO Box 69
Tumut NSW 2720

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	757/22
Certificate Date	09/05/2022
Your Reference	42098

Property Description

Address	Bobeyan Road BOLARO NSW 2629
Land Title	Lot: 39 DP: 750538
Assessment Number	40204240

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
1 Names of relevant planning instruments and DCPs	
(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.	Cooma-Monaro Local Environmental Plan 2013 See Note 6 for list of State Environmental Planning Policies
(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.	Cooma-Monaro Shire Development Control Plan 2014 (Amendment 4)
In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	
2 Zoning and land use under relevant LEPs	
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 Note 7 – 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 Note 7 – Land Use Table
(d) the purposes for which the instrument provides that development is prohibited within the zone,	See Note 7 – Land Use Table
(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 https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address 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
2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006	
To the extent that the land is within any zone (however described) under:	
(a) Part 3 of the <i>State Environmental Planning Policy</i>	N/A

(Sydney Region Growth Centres) 2006 (*the 2006 SEPP*), or

- (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).

3 Complying Development

- (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 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

The following Codes are **not** applicable to this land:

Low Rise Medium Density House Code
 Container Recycling Facilities Code
 Commercial and Industrial (New Buildings and Additions) Code
 Commercial and Industrial Alterations Code

The following Codes are applicable to the land and complying development **may be carried out on the whole of the land** under these Codes:

Nil

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 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* complying development **may only be carried out on part of the land** under these Codes:

Demolition Code
 Fire Safety Code
 General Development Code
 Subdivisions Code
 Housing Alterations Code
 Inland Code

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 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* complying development **may not be carried out on the whole of the land** under these Codes:

Nil

- (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 For the Codes listed above that **may only be carried out on part of the land** or **may not be carried out on any part of the land** the reasons why complying development may not be carried out are as follows:

the reasons why it may not be carried out under those clauses.

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.

The land is partially affected by specific land exemptions being land identified as environmentally sensitive land as it is subject to considerations associated with Riparian land and watercourses contained in the relevant Local Environmental Plan.

If complying development is permitted on **only part of the land** 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 www.planningportal.nsw.gov.au. These map(s) are based on the legislated maps/s for *Cooma-Monaro Local Environmental Plan 2013*, *Snowy Rover Local Environment Plan 2013* and *Bombala Local Environment Plan 2012* and represent the best information Council has on the extent to which the above restrictions affect this land.

- (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 **Note 3** at the end of this Certificate for further information.

4 Repealed

4A Repealed

4B Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

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 *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

N/A

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine **No**

subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

6 Road widening and road realignment

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 |

7 Council and other public authority policies on hazard risk restrictions

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. |

Part of the land is identified with Landslide risk.

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),

Note: Council has recently been provided with mapping information from the *Department of Industry – Resources and Energy* in conjunction with the NSW Governments *Heads of Asbestos Coordination Authorities* (HACA) 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 <http://www.resourcesandenergy.nsw.gov.au/miners-and-explorers/safety-and-health/topics/NOA> 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.

7A Flood related development controls information

- | | | |
|-----|--|--|
| (1) | Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. | Unknown - the land is not part of a flood planning study |
| (2) | Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls. | Unknown - the land is not part of a flood planning study |
| (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> . | |

8 Land reserved for acquisition

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

9 Contributions plans

The name of each contributions plan applying to the land.	Cooma-Monaro Shire Council Section 7.11 Contributions Plan: Roads & Open Space
9A Biodiversity certified land	
If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect.	No
Note: Biodiversity certified land includes land certified under Par 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> .	
10 Biodiversity stewardship sites	
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
Note: 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> .	
10A Native vegetation clearing set asides	
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
11 Bush fire prone land	
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.	All of the land is bushfire prone.
If none of the land is bush fire prone land, a statement to that effect.	Information relied on to answer the above question 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. (www.rfs.nsw.gov.au)
12 Property vegetation plans	
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).	No PVP applicable
13 Orders under <i>Trees (Disputes Between Neighbours) Act 2006</i>	
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
14 Directions under Part 3A	
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	No

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.

15 Site compatibility certificates and conditions for seniors housing

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

- (a) 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 N/A
 - (ii) that a copy may be obtained from the head office of the Department, and N/A
- (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

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

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:

- (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

17 Site compatibility certificates and conditions for affordable rental housing

- (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:
 - (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 *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land. N/A

18 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. No
- (2) The date of any subdivision order that applies to No

the land.

- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation. No

19 Site verification certificates

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:

- (a) the matter certified by the certificate, and N/A

Note. 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 *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*

- (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

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the 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.

21 Affected building notices and building product rectification orders

- (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:

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

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

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 65—Design Quality of Residential Apartment Development
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Precincts – Regional) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Planning Systems) 2021

See Attachment 1 (excerpt from Planning Circular PS 21-007) – Referring to New Consolidated SEPPs and Repealed SEPPs

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

Note 7 Land use table under Cooma-Monaro Local Environmental Plan 2013

Zone RU1 Primary Production

Without Consent

Environmental protection works; Extensive agriculture; Home-based child care; Home occupations; Horticulture; Viticulture

With Consent

Building identification signs; Cellar door premises; Dual occupancies; Dwelling houses; Extractive industries; Farm buildings; Intensive livestock agriculture; Intensive plant agriculture; Office premises; Open cut mining; Roads; Roadside stalls; Rural workers' dwellings; Secondary dwellings; Any other development not specified in item 2 or 4

Prohibited

Amusement centres; Boat building and repair facilities; Charter and tourism boating facilities; Commercial premises; Exhibition villages; Health services facilities; Industrial retail outlets; Jetties; Marinas; Mooring pens; Mortuaries; Public administration buildings; Residential accommodation; Sex services premises; Signage; Storage premises; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Water recreation structures; Wholesale supplies

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

Attachment 1 – New consolidated SEPPs and repealed SEPPs

Planning principle focus area	New consolidated SEPPs	Repealed SEPPs
Primary Production	<i>State Environmental Planning Policy (Primary Production) 2021</i>	<i>State Environmental Planning Policy (Primary Production and Rural Development) 2019; Sydney Regional Environmental Plan No 8 (Central Coast Plateau Areas)</i>
Resources and Energy	<i>State Environmental Planning Policy (Resources & Energy) 2021</i>	<i>State Environmental Planning Policy (Mining Petroleum Production and Extractive Industries) 2007; Sydney Regional Environmental Plan No. 9 – Extractive Industries (No 2 – 1995)</i>
Resilience and Hazards	<i>State Environmental Planning Policy (Resilience and Hazards) 2021</i>	<i>State Environmental Planning Policy (Coastal Management) 2018; State Environmental Planning Policy 33 - Hazardous and Offensive Development; State Environmental Planning Policy 55 - Remediation of Land</i>
Industry and Employment	<i>State Environmental Planning Policy (Industry & Employment) 2021</i>	<i>State Environmental Planning Policy (Western Sydney Employment Area) 2009; State Environmental Planning Policy 64 - Advertising and Signage</i>
Transport and Infrastructure	<i>State Environmental Planning Policy (Transport and Infrastructure) 2021</i>	<i>State Environmental Planning Policy (Infrastructure) 2007, State Environmental Planning Policy (Educational Establishments and Childcare Facilities) 2017, State Environmental Planning Policy (Major Infrastructure Corridors) 2020; State Environmental Planning Policy (Three Ports) 2013</i>
Biodiversity and Conservation	<i>State Environmental Planning Policy (Biodiversity & Conservation) 2021</i>	<i>State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017; State Environmental Planning Policy (Koala Habitat Protection) 2020; State Environmental Planning Policy (Koala Habitat Protection) 2021; Murray River Regional Environmental Plan No 2—Riverine Land; State Environmental Planning Policy (Bushland in Urban Areas) 2019; State Environmental Planning Policy 50 - Canal Estate Development; State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011; Sydney Regional Environmental Plan 20 - Hawkesbury-Nepean River No. 2 1997; Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005; Greater Metropolitan Regional Environmental Plan No 2—Georges River Catchment; Willandra Lakes Regional Environmental Plan No 1—World Heritage Property</i>
Planning Systems	<i>State Environmental Planning Policy (Planning Systems) 2021</i>	<i>State Environmental Planning Policy (State and Regional Development) 2011; State Environmental Planning Policy (Aboriginal Land) 2019; State Environmental Planning Policy (Concurrences and Consents) 2018</i>
Planning Systems	<i>State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005; Darling Harbour Development Plan No 1; Sydney Regional Environmental Plan No 26—City West; Sydney Regional Environmental Plan No 16—Walsh Bay; Sydney Regional Environmental Plan No 33—Cooks Cove; State Environmental Planning Policy No 47 – Moore Park Showground</i>
Planning Systems	<i>State Environmental Planning Policy (Precincts – Central River City) 2021</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005; State Environmental Planning Policy (Sydney Region Growth Centre) 2006; Sydney Regional Environmental Plan 24—Homebush Bay Area; State Environmental Planning Policy (Kurnell Peninsula) 1989; State Environmental Planning Policy (Urban Renewal) 2010</i>
Planning Systems	<i>State Environmental Planning Policy (Western Parkland City) 2021</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005, State Environmental Planning Policy (Sydney Region Growth Centre) 2006; State Environmental Planning Policy (Western Sydney Aerotropolis) 2020; State Environmental Planning Policy (Penrith Lakes Scheme) 1989; Sydney Regional Environmental Plan No 30—St Marys; State Environmental Planning Policy (Western Sydney Parklands) 2009</i>
Planning Systems	<i>State Environmental Planning Policy (Precincts –</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005; State Environmental Planning Policy (Activation Precincts) 2020; State Environmental Planning Policy (Kosciuszko National Park—Alpine Resorts) 2007; State</i>

	<i>Regional) 2021</i>	<i>Environmental Planning Policy (Gosford City Centre) 2018</i>
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Allan Kelly
PO Box 69
Tumut NSW 2720

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	759/22
Certificate Date	09/05/2022
Your Reference	42098

Property Description

Address	Stewartfield Road BOLARO NSW 2629
Land Title	Lot: 69 DP: 750538
Assessment Number	40204240

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
1 Names of relevant planning instruments and DCPs	
(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.	Cooma-Monaro Local Environmental Plan 2013 See Note 6 for list of State Environmental Planning Policies
(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.	Cooma-Monaro Shire Development Control Plan 2014 (Amendment 4)
In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	
2 Zoning and land use under relevant LEPs	
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 Note 7 – 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 Note 7 – Land Use Table
(d) the purposes for which the instrument provides that development is prohibited within the zone,	See Note 7 – Land Use Table
(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 https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address 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
2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006	
To the extent that the land is within any zone (however described) under:	
(a) Part 3 of the <i>State Environmental Planning Policy</i>	N/A

(Sydney Region Growth Centres) 2006 (*the 2006 SEPP*), or

- (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).

3 Complying Development

- (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 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

The following Codes are **not** applicable to this land:

Commercial and Industrial Alterations Code
Commercial and Industrial (New Buildings and Additions) Code
Container Recycling Facilities Code
Low Rise Medium Density House Code

The following Codes are applicable to the land and complying development **may be carried out on the whole of the land** under these Codes:

Nil

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 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* complying development **may only be carried out on part of the land** under these Codes:

NIL

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 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* complying development **may not be carried out on the whole of the land** under these Codes:

Housing Alterations Code
General Development Code
Subdivisions Code
Demolition Code
Fire Safety Code
Inland Code

- (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 For the Codes listed above that **may only be carried out on part of the land** or **may not be carried out on any part of the land** the reasons why complying development may not be carried out are as follows:

the reasons why it may not be carried out under those clauses.

The land is wholly affected by specific land exemptions being land identified as environmentally sensitive land as it is subject to considerations associated with the Terrestrial Biodiversity clauses contained in the relevant Local Environmental Plan.

If complying development is permitted on **only part of the land** 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 www.planningportal.nsw.gov.au. These map(s) are based on the legislated maps/s for *Cooma-Monaro Local Environmental Plan 2013*, *Snowy Rover Local Environment Plan 2013* and *Bombala Local Environment Plan 2012* and represent the best information Council has on the extent to which the above restrictions affect this land.

- (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 **Note 3** at the end of this Certificate for further information.

4 Repealed

4A Repealed

4B Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

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 *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

N/A

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No

6 Road widening and road realignment

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 |

7 Council and other public authority policies on hazard risk restrictions

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),

Note: Council has recently been provided with mapping information from the *Department of Industry – Resources and Energy* in conjunction with the NSW Governments *Heads of Asbestos Coordination Authorities* (HACA) 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 <http://www.resourcesandenergy.nsw.gov.au/miners-and-explorers/safety-and-health/topics/NOA> 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.

7A Flood related development controls information

- | | | |
|-----|--|--|
| (1) | Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. | Unknown - the land is not part of a flood planning study |
| (2) | Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls. | Unknown - the land is not part of a flood planning study |
| (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> . | |

8 Land reserved for acquisition

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
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9 Contributions plans

The name of each contributions plan applying to the land.	Cooma-Monaro Shire Council Section 7.11 Contributions Plan: Roads & Open Space
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9A Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i> , a statement to	No
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that effect.

Note: Biodiversity certified land includes land certified under Par 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

10 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to 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

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

10A Native vegetation clearing set asides

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

No

11 Bush fire prone land

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.

If none of the land is bush fire prone land, a statement to that effect.

All of the land is bushfire prone.

Information relied on to answer the above question 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. (www.rfs.nsw.gov.au)

12 Property vegetation plans

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

No PVP applicable

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

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

No

14 Directions under Part 3A

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

15 Site compatibility certificates and conditions for seniors housing

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

2004 applies:

- | | | |
|------|--|-----|
| (a) | 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: | No |
| (i) | the period for which the certificate is current, and | N/A |
| (ii) | that a copy may be obtained from the head office of the Department, and | N/A |
| (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 |

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

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:

- | | | |
|-----|---|-----|
| (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 |

17 Site compatibility certificates and conditions for affordable rental housing

- | | | |
|-----|---|-----|
| (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 |

18 Paper subdivision information

- | | | |
|-----|--|----|
| (1) | The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. | 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 |

19 Site verification certificates

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:

- (a) the matter certified by the certificate, and N/A

Note. 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 *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*

- (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

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the 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.

21 Affected building notices and building product rectification orders

- (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:

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

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

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 65—Design Quality of Residential Apartment Development
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Precincts – Regional) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Planning Systems) 2021

See Attachment 1 (excerpt from Planning Circular PS 21-007) – Referring to New Consolidated SEPPs and Repealed SEPPs

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

Note 7 Land use table under Cooma-Monaro Local Environmental Plan 2013

Zone RU1 Primary Production

Without Consent

Environmental protection works; Extensive agriculture; Home-based child care; Home occupations; Horticulture; Viticulture

With Consent

Building identification signs; Cellar door premises; Dual occupancies; Dwelling houses; Extractive industries; Farm buildings; Intensive livestock agriculture; Intensive plant agriculture; Office premises; Open cut mining; Roads; Roadside stalls; Rural workers' dwellings; Secondary dwellings; Any other development not specified in item 2 or 4

Prohibited

Amusement centres; Boat building and repair facilities; Charter and tourism boating facilities; Commercial premises; Exhibition villages; Health services facilities; Industrial retail outlets; Jetties; Marinas; Mooring pens; Mortuaries; Public administration buildings; Residential accommodation; Sex services premises; Signage; Storage premises; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Water recreation structures; Wholesale supplies

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

Attachment 1 – New consolidated SEPPs and repealed SEPPs

Planning principle focus area	New consolidated SEPPs	Repealed SEPPs
Primary Production	<i>State Environmental Planning Policy (Primary Production) 2021</i>	<i>State Environmental Planning Policy (Primary Production and Rural Development) 2019; Sydney Regional Environmental Plan No 8 (Central Coast Plateau Areas)</i>
Resources and Energy	<i>State Environmental Planning Policy (Resources & Energy) 2021</i>	<i>State Environmental Planning Policy (Mining Petroleum Production and Extractive Industries) 2007; Sydney Regional Environmental Plan No. 9 – Extractive Industries (No 2 – 1995)</i>
Resilience and Hazards	<i>State Environmental Planning Policy (Resilience and Hazards) 2021</i>	<i>State Environmental Planning Policy (Coastal Management) 2018; State Environmental Planning Policy 33 - Hazardous and Offensive Development; State Environmental Planning Policy 55 - Remediation of Land</i>
Industry and Employment	<i>State Environmental Planning Policy (Industry & Employment) 2021</i>	<i>State Environmental Planning Policy (Western Sydney Employment Area) 2009; State Environmental Planning Policy 64 - Advertising and Signage</i>
Transport and Infrastructure	<i>State Environmental Planning Policy (Transport and Infrastructure) 2021</i>	<i>State Environmental Planning Policy (Infrastructure) 2007, State Environmental Planning Policy (Educational Establishments and Childcare Facilities) 2017, State Environmental Planning Policy (Major Infrastructure Corridors) 2020; State Environmental Planning Policy (Three Ports) 2013</i>
Biodiversity and Conservation	<i>State Environmental Planning Policy (Biodiversity & Conservation) 2021</i>	<i>State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017; State Environmental Planning Policy (Koala Habitat Protection) 2020; State Environmental Planning Policy (Koala Habitat Protection) 2021; Murray River Regional Environmental Plan No 2—Riverine Land; State Environmental Planning Policy (Bushland in Urban Areas) 2019; State Environmental Planning Policy 50 - Canal Estate Development; State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011; Sydney Regional Environmental Plan 20 - Hawkesbury-Nepean River No. 2 1997; Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005; Greater Metropolitan Regional Environmental Plan No 2—Georges River Catchment; Willandra Lakes Regional Environmental Plan No 1—World Heritage Property</i>
Planning Systems	<i>State Environmental Planning Policy (Planning Systems) 2021</i>	<i>State Environmental Planning Policy (State and Regional Development) 2011; State Environmental Planning Policy (Aboriginal Land) 2019; State Environmental Planning Policy (Concurrences and Consents) 2018</i>
Planning Systems	<i>State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005; Darling Harbour Development Plan No 1; Sydney Regional Environmental Plan No 26—City West; Sydney Regional Environmental Plan No 16—Walsh Bay; Sydney Regional Environmental Plan No 33—Cooks Cove; State Environmental Planning Policy No 47 – Moore Park Showground</i>
Planning Systems	<i>State Environmental Planning Policy (Precincts – Central River City) 2021</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005; State Environmental Planning Policy (Sydney Region Growth Centre) 2006; Sydney Regional Environmental Plan 24—Homebush Bay Area; State Environmental Planning Policy (Kurnell Peninsula) 1989; State Environmental Planning Policy (Urban Renewal) 2010</i>
Planning Systems	<i>State Environmental Planning Policy (Western Parkland City) 2021</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005, State Environmental Planning Policy (Sydney Region Growth Centre) 2006; State Environmental Planning Policy (Western Sydney Aerotropolis) 2020; State Environmental Planning Policy (Penrith Lakes Scheme) 1989; Sydney Regional Environmental Plan No 30—St Marys; State Environmental Planning Policy (Western Sydney Parklands) 2009</i>
Planning Systems	<i>State Environmental Planning Policy (Precincts –</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005; State Environmental Planning Policy (Activation Precincts) 2020; State Environmental Planning Policy (Kosciuszko National Park—Alpine Resorts) 2007; State</i>

	<i>Regional) 2021</i>	<i>Environmental Planning Policy (Gosford City Centre) 2018</i>
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Allan Kelly
PO Box 69
Tumut NSW 2720

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	758/22
Certificate Date	09/05/2022
Your Reference	42098

Property Description

Address	Stewartfield Road BOLARO NSW 2629
Land Title	Lot: 1 DP: 1218264
Assessment Number	40204240

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
1 Names of relevant planning instruments and DCPs	
(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.	Cooma-Monaro Local Environmental Plan 2013 See Note 6 for list of State Environmental Planning Policies
(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.	Cooma-Monaro Shire Development Control Plan 2014 (Amendment 4)
In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	
2 Zoning and land use under relevant LEPs	
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 Note 7 – 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 Note 7 – Land Use Table
(d) the purposes for which the instrument provides that development is prohibited within the zone,	See Note 7 – Land Use Table
(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 https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address 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
2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006	
To the extent that the land is within any zone (however described) under:	
(a) Part 3 of the <i>State Environmental Planning Policy</i>	N/A

(Sydney Region Growth Centres) 2006 (*the 2006 SEPP*), or

- (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).

3 Complying Development

- (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 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

The following Codes are **not** applicable to this land:

Commercial and Industrial Alterations Code
Commercial and Industrial (New Buildings and Additions) Code
Container Recycling Facilities Code
Low Rise Medium Density House Code

The following Codes are applicable to the land and complying development **may be carried out on the whole of the land** under these Codes:

Nil

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 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* complying development **may only be carried out on part of the land** under these Codes:

Housing Alterations Code
General Development Code
Subdivisions Code
Demolition Code
Fire Safety Code
Inland Code

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 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* complying development **may not be carried out on the whole of the land** under these Codes:

Nil

- (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

For the Codes listed above that **may only be carried out on part of the land** or **may not be carried out on any part of the land** the reasons why complying development may not be carried out are as follows:

the reasons why it may not be carried out under those clauses.

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.

If complying development is permitted on **only part of the land** 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 www.planningportal.nsw.gov.au. These map(s) are based on the legislated maps/s for *Cooma-Monaro Local Environmental Plan 2013*, *Snowy Rover Local Environment Plan 2013* and *Bombala Local Environment Plan 2012* and represent the best information Council has on the extent to which the above restrictions affect this land.

- (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 **Note 3** at the end of this Certificate for further information.

4 Repealed

4A Repealed

4B Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

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 *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

N/A

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No

6 Road widening and road realignment

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 |

7 Council and other public authority policies on hazard risk restrictions

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),

Note: Council has recently been provided with mapping information from the *Department of Industry – Resources and Energy* in conjunction with the NSW Governments *Heads of Asbestos Coordination Authorities (HACA)* 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 <http://www.resourcesandenergy.nsw.gov.au/miners-and-explorers/safety-and-health/topics/NOA> 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.

7A Flood related development controls information

- | | | |
|-----|--|--|
| (1) | Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. | Unknown - the land is not part of a flood planning study |
| (2) | Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls. | Unknown - the land is not part of a flood planning study |
| (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> . | |

8 Land reserved for acquisition

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
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9 Contributions plans

The name of each contributions plan applying to the land.	Cooma-Monaro Shire Council Section 7.11 Contributions Plan: Roads & Open Space
---	--

9A Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i> , a statement to	No
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that effect.

Note: Biodiversity certified land includes land certified under Par 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

10 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to 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).

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

10A Native vegetation clearing set asides

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

11 Bush fire prone land

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.

If none of the land is bush fire prone land, a statement to that effect.

All of the land is bushfire prone.

Information relied on to answer the above question 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. (www.rfs.nsw.gov.au)

12 Property vegetation plans

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

No PVP applicable

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

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

No

14 Directions under Part 3A

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

15 Site compatibility certificates and conditions for seniors housing

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

2004 applies:

- | | | |
|-----|--|-----|
| (a) | 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: | No |
| | (i) the period for which the certificate is current, and | N/A |
| | (ii) that a copy may be obtained from the head office of the Department, and | N/A |
| (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 |

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

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:

- | | | |
|-----|---|-----|
| (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 |

17 Site compatibility certificates and conditions for affordable rental housing

(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:

- | | | |
|-----|---|-----|
| (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 *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18 Paper subdivision information

- | | | |
|-----|--|----|
| (1) | The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. | 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 |

19 Site verification certificates

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:

- (a) the matter certified by the certificate, and N/A

Note. 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 *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*

- (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

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the 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.

21 Affected building notices and building product rectification orders

- (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:

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

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

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 65—Design Quality of Residential Apartment Development
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Precincts – Regional) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Planning Systems) 2021

See Attachment 1 (excerpt from Planning Circular PS 21-007) – Referring to New Consolidated SEPPs and Repealed SEPPs

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

Note 7 Land use table under Cooma-Monaro Local Environmental Plan 2013

Zone RU1 Primary Production

Without Consent

Environmental protection works; Extensive agriculture; Home-based child care; Home occupations; Horticulture; Viticulture

With Consent

Building identification signs; Cellar door premises; Dual occupancies; Dwelling houses; Extractive industries; Farm buildings; Intensive livestock agriculture; Intensive plant agriculture; Office premises; Open cut mining; Roads; Roadside stalls; Rural workers' dwellings; Secondary dwellings; Any other development not specified in item 2 or 4

Prohibited

Amusement centres; Boat building and repair facilities; Charter and tourism boating facilities; Commercial premises; Exhibition villages; Health services facilities; Industrial retail outlets; Jetties; Marinas; Mooring pens; Mortuaries; Public administration buildings; Residential accommodation; Sex services premises; Signage; Storage premises; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Water recreation structures; Wholesale supplies

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

Attachment 1 – New consolidated SEPPs and repealed SEPPs

Planning principle focus area	New consolidated SEPPs	Repealed SEPPs
Primary Production	<i>State Environmental Planning Policy (Primary Production) 2021</i>	<i>State Environmental Planning Policy (Primary Production and Rural Development) 2019; Sydney Regional Environmental Plan No 8 (Central Coast Plateau Areas)</i>
Resources and Energy	<i>State Environmental Planning Policy (Resources & Energy) 2021</i>	<i>State Environmental Planning Policy (Mining Petroleum Production and Extractive Industries) 2007; Sydney Regional Environmental Plan No. 9 – Extractive Industries (No 2 – 1995)</i>
Resilience and Hazards	<i>State Environmental Planning Policy (Resilience and Hazards) 2021</i>	<i>State Environmental Planning Policy (Coastal Management) 2018; State Environmental Planning Policy 33 - Hazardous and Offensive Development; State Environmental Planning Policy 55 - Remediation of Land</i>
Industry and Employment	<i>State Environmental Planning Policy (Industry & Employment) 2021</i>	<i>State Environmental Planning Policy (Western Sydney Employment Area) 2009; State Environmental Planning Policy 64 - Advertising and Signage</i>
Transport and Infrastructure	<i>State Environmental Planning Policy (Transport and Infrastructure) 2021</i>	<i>State Environmental Planning Policy (Infrastructure) 2007, State Environmental Planning Policy (Educational Establishments and Childcare Facilities) 2017, State Environmental Planning Policy (Major Infrastructure Corridors) 2020; State Environmental Planning Policy (Three Ports) 2013</i>
Biodiversity and Conservation	<i>State Environmental Planning Policy (Biodiversity & Conservation) 2021</i>	<i>State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017; State Environmental Planning Policy (Koala Habitat Protection) 2020; State Environmental Planning Policy (Koala Habitat Protection) 2021; Murray River Regional Environmental Plan No 2—Riverine Land; State Environmental Planning Policy (Bushland in Urban Areas) 2019; State Environmental Planning Policy 50 - Canal Estate Development; State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011; Sydney Regional Environmental Plan 20 - Hawkesbury-Nepean River No. 2 1997; Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005; Greater Metropolitan Regional Environmental Plan No 2—Georges River Catchment; Willandra Lakes Regional Environmental Plan No 1—World Heritage Property</i>
Planning Systems	<i>State Environmental Planning Policy (Planning Systems) 2021</i>	<i>State Environmental Planning Policy (State and Regional Development) 2011; State Environmental Planning Policy (Aboriginal Land) 2019; State Environmental Planning Policy (Concurrences and Consents) 2018</i>
Planning Systems	<i>State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005; Darling Harbour Development Plan No 1; Sydney Regional Environmental Plan No 26—City West; Sydney Regional Environmental Plan No 16—Walsh Bay; Sydney Regional Environmental Plan No 33—Cooks Cove; State Environmental Planning Policy No 47 – Moore Park Showground</i>
Planning Systems	<i>State Environmental Planning Policy (Precincts – Central River City) 2021</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005; State Environmental Planning Policy (Sydney Region Growth Centre) 2006; Sydney Regional Environmental Plan 24—Homebush Bay Area; State Environmental Planning Policy (Kurnell Peninsula) 1989; State Environmental Planning Policy (Urban Renewal) 2010</i>
Planning Systems	<i>State Environmental Planning Policy (Western Parkland City) 2021</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005, State Environmental Planning Policy (Sydney Region Growth Centre) 2006; State Environmental Planning Policy (Western Sydney Aerotropolis) 2020; State Environmental Planning Policy (Penrith Lakes Scheme) 1989; Sydney Regional Environmental Plan No 30—St Marys; State Environmental Planning Policy (Western Sydney Parklands) 2009</i>
Planning Systems	<i>State Environmental Planning Policy (Precincts –</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005; State Environmental Planning Policy (Activation Precincts) 2020; State Environmental Planning Policy (Kosciuszko National Park—Alpine Resorts) 2007; State</i>

	<i>Regional) 2021</i>	<i>Environmental Planning Policy (Gosford City Centre) 2018</i>
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RURAL LAND REQUISITIONS

Vendor: M A M W Saanders, M E Sanders, R D Sutton & M B Sutton

Purchaser:

Property: Bobeyan Road, Bolaro NSW 2629

Dated: Date of Contract

Note: *If the answer to any of these questions is 'yes', please supply full details and a copy of all relevant documentation at least seven days prior to completion, unless otherwise specified.*

1. Capacity

(a) Is the vendor under any legal incapacity?

Such as:

- *Minority.*
- *Bankruptcy or entering a debt agreement under Part IX or an arrangement under Part X of the Bankruptcy Act 1966 (Cth).*
- *If the vendor is a company, any notice, application or order received by the vendor or made at Court for its winding up, or for the appointment of a receiver, an administrator or a controller).*

(b) If the vendor is a trustee, please provide evidence to establish the trustee's power of sale (*such as a copy of the trust deed, under which the trustee was appointed*).

(c) If any document to be handed over on completion (excluding a discharge of mortgage) is executed under a power of attorney, please provide a certified copy of the registered power of attorney.

2. Notices and Orders

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

Such as:

- *Orders under either section 121B of the Environmental Planning and Assessment Act 1979 (NSW) or section 124 of the Local Government Act 1993 (NSW).*
- *Notices or orders from Local Land Services about pests or eradication.*
- *Notices from a local council about noxious weeds.*
- *Notices or orders issued under the Environmentally Hazardous Chemicals Act 1985 (NSW).*
- *Notices or orders under section 142 of the Mining Act 1992 (NSW).*

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

(c) Has the vendor received any notice (whether oral or written) of proposed orders from Local Land Services or any local council or government authority concerning any proposed action that could affect the property in any way? If so, please provide particulars including any copies of any relevant correspondence.

3. Title

(a) Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.

(b) On or before completion, any mortgage or caveat or priority notice or writ (other than a caveat or priority notice lodged by or on behalf of the purchaser) must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage, priority notice or caveat, an executed discharge or withdrawal handed over on completion.

(c) Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.

(d) When and where may the title documents be inspected?

4. Adjustments

- (a) All outgoing referred to in clause 14 of the Contract must be paid up to and including the date of completion.
- (b) Is the vendor liable to pay land tax (including surcharge land tax) or is the property otherwise charged or liable to be charged with land tax? If so:
 - (i) To what year has a return been made?
 - (ii) What is the taxable value of the property for land tax purposes for the current year?

5. Unregistered Rights

Is the vendor aware of any unregistered rights over the property, such as an easement, right of way, or any right of use or occupation?

6. Personal Property Securities Act 2009 (Cth) ("PPS Act")

- (a) Are there any interests recorded against the vendor on the Personal Property Securities Register?
If yes:
 - (i) Do such registrations relate to any personal property included in this sale?
 - (ii) In relation to all registrations in respect of the vendor or any personal property included in the sale (including the property and any inclusions), the vendor must provide on or prior to completion:
 - (A) a release from each secured party, in respect of the personal property together with a written undertaking from each secured party to register a financing change statement which reflects that release in the case of serial numbered goods and personal property specifically described; or
 - (B) a statement by each secured party in accordance with section 275(1)(b) of the PPS Act confirming that no debt or obligation is secured by the registration; or
 - (C) a written approval or correction in accordance with section 275(1)(c) of the PPS Act confirming that the personal property is not or will not be as at completion personal property in respect of which the registration is granted.
- (b) Please provide:
 - (i) Full names (including any former names) and dates of birth of all vendors.
 - (ii) ABNs and ACNs of all vendor companies, partnerships and trusts.
 - (iii) Full names (including any former names) and dates of birth of all directors of the vendor companies.

7. Tenancies

- (a) Vacant possession of the property must be given on completion unless the Contract provides otherwise.
- (b) Are there any agreements or arrangements which would create a "tenancy" as defined in section 4 of the *Agricultural Tenancies Act 1990* (NSW), (such as farming, grazing, share farming or agistment agreements), or a residential tenancy agreement as defined in section 13 of the *Residential Tenancies Act 2010* (NSW)?
If yes please provide:
 - (i) Particulars of the nature of the tenancy.
 - (ii) The date of any termination of the tenancy.
 - (iii) Particulars of any written instrument (please supply a copy at least 14 days prior to completion).
 - (iv) Particulars of any oral agreement.
 - (v) Particulars of any bond or security.
- (c) Where there is a tenancy:
 - (i) Has the tenant carried out any improvements on the property, with or without the vendor's consent, for which the tenant is entitled to compensation from the vendor?
 - (ii) Has the vendor carried out any improvement on the property for which the tenant is liable to compensate the vendor?
 - (iii) Are there any unresolved disputes between the vendor and a tenant pursuant to an agreement which creates an interest in land?
 - (iv) Are there any fixtures on the property which the tenant may have right to access or removal?
 - (v) Are there any details/documents that record the condition of the property at the commencement of the tenancy? If yes, please provide copies.

8. Buildings

- (a) Are there any structures on the property which require approval for their current use, but do not have such approval?
- (b) Are there any structures on the property that are required to have the approval of the local council but do not?
- (c) Have the provisions of the *Local Government Act 1993* (NSW) and the *Environmental Planning and Assessment Act 1979* (NSW) been complied with?
- (d) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (e) Has the vendor a survey? If so, please provide a copy.
- (f) Has the vendor a Building Certificate and/or Final Occupation Certificate which relates to any current buildings or structures? If so, it should be handed over on completion. Please provide a copy.
- (g) In respect of any residential building work carried out in the last ten years:
 - (i) Please identify the building work carried out;
 - (ii) When was the building work completed?
 - (iii) Please state the builder's name and licence number (or provide a copy of any owner-builder permit relating to the work);
 - (iv) Please provide details of any insurance under the *Home Building Act 1989* (NSW).
- (h) Has there been any complaint or insurance claim made, or any circumstances known to the vendor which may warrant a complaint or insurance claim due to the non-completion, defective work or otherwise from a breach of the statutory warranties under the *Home Building Act 1989* (NSW) related to residential building work carried out on the property? If so, full details should be provided.
- (i) Do any structures on the property contain loose-fill asbestos insulation? If so:
 - (i) which structures?
 - (ii) is the property listed on the loose-fill asbestos insulation register?
- (j) Have the structures on the property been tested for loose-fill asbestos insulation?

9. Swimming pools

If there is a swimming pool:

- (a) Has the pool been approved by the local council?
- (b) Is it subject to the requirements of the *Swimming Pools Act 1992* (NSW)? If not, why not?
- (c) Does it comply with all the requirements of the *Swimming Pools Act 1992* (NSW) and regulations made under that Act?
- (d) Has a fence and signage been erected around the swimming pool?
- (e) Has the vendor obtained a certificate of non-compliance pursuant to clause 18BA of the *Swimming Pools Regulation 2008* (NSW)? If so, and the certificate is not attached to the contract, please provide a copy of the certificate and the details of the non-compliance.
- (f) Have any notices, directions or orders issued under the *Swimming Pools Act 1992* (NSW) and/or regulations made under that Act?
- (g) Has the vendor obtained a certificate of compliance pursuant to section 22D of the *Swimming Pools Act 1992* (NSW)? If so, and the certificate is not attached to the contract, please provide a copy.
- (h) If a certificate of compliance is not attached to the Contract, please provide evidence of registration, eg. certificate of registration of the swimming pool pursuant to section 30C of the *Swimming Pools Act 1992* (NSW), and a relevant occupation certificate within the meaning of the *Swimming Pools Act 1992* (NSW).
- (i) Any original certificate of non-compliance, certificate of compliance and relevant occupation certificate held must be handed over at completion.
- (j) Where a certificate of compliance includes a reference to an exemption, please provide the details of the exemption granted by council.
- (k) Has the vendor received any notification of the cancellation of a certificate of compliance? If so please provide a copy.

10. Solar Panels

- (a) Do any of the improvements erected at the property have solar panels?
- (b) Is there any energy buy back arrangement in place? If so, can it be assigned to the purchaser?
- (c) Please provide a copy of the supply agreement for the solar panels including particulars of the Contract price.
- (d) Does the supply agreement provide for assignment to a new owner of the property?
- (e) Does the rate per kW of power generated in dollar terms remain constant during the term of the supply agreement?
- (f) Is there a net meter for any solar panels?
- (g) Are there any arrangements in relation to a voluntary feed in tariff?
- (h) Is there a battery storage system? If so please advise details of the system.

11. Rates

- (a) What government, local government or statutory authorities levy rates on the property? (*Such as local council or Local Land Services*).
- (b) Has the property been declared "farmland" for rating purposes under the *Local Government Act 1993* (NSW)?
- (c) Are there any deferred rates attaching to the property? Please provide particulars.

12. Boundary fences

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

13. Soil conservation

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

14. Timber

- (a) Are there any agreements with any authority or anyone else about the felling or removal of timber from the property? If so,
 - (i) Please provide copies of any licences or agreements.
 - (ii) Are there any monies outstanding under any licence or agreement?Please provide details and copies of any relevant documents as soon as possible, and in any event not later than 14 days before completion.
 - (b) Is the vendor aware of any of the following being granted to or held by the vendor or any other person under the *Forestry Act 2012* (NSW) in respect of the property:
 - (i) Forest lease or licence;
 - (ii) Forest products licence;
 - (iii) Clearing licence;
 - (iv) Profit-a-prendre; or
 - (v) Any other lease, licence, permit, right or interest?Please provide details and copies of any relevant documents as soon as possible, and in any event not later than 14 days before completion.
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15. Water

- (a) Is the vendor entitled to have water supplied to the property by any authority? If so, please supply details and if any meter or works are situated on lands other than the property please advise what rights or agreements exist.
- (b) Is any water available to the property:
 - (i) From any well, bore or dam that is not wholly on the property and if so where?
 - (ii) Under any private water agreement? If so, what rights exist in respect to any private water agreement and please supply copies of any agreement.
- (c) Is the land in a water sharing plan area under the *Water Management Act 2000* (NSW)?
- (d) Does the vendor hold any water rights or licence, permit or authority under the *Water Act 1912* (NSW) or the *Water Management Act 2000* (NSW); or, the benefit of any applications under either Act not yet dealt with? Please supply copies of all licences, permits, authorities, applications or correspondence in respect of such applications.
- (e) Is the vendor liable to any authority, or to any other person, to pay for water or for water rights?
- (f)
 - (i) Have any dams or other earthworks been constructed on any water course on the property?
 - (ii) If so, was any permission for the construction sought or given by any relevant authority?
- (g) Are there any bore trusts that affect the property? If so, please provide:
 - (i) The name and contact details of the secretary or relevant office bearer of the trust;
 - (ii) Details of licences of permits in respect of the bore;
 - (iii) If water is conveyed from the bore to the property through other properties please supply details of owners of those properties and copies of any easements or agreements.
- (h) If there is a dam on the property which exceeds the maximum harvestable right dam capacity which is used for irrigation or which is used for watering a commercial crop or an intensive livestock industry:-
 - (i) Has the dam been approved by and registered with NSW Office of Water?
 - (ii) Has a licence issued for the dam? If so, please provide a copy of the licence.
 - (iii) Did the dam require the approval of local council? If so, please provide a copy of such approval.
- (i) Are there any points of supply of water not wholly located within the boundaries of the land? If so are appropriate easements in place?
- (j) Are there any levee banks on the property? If so was a licence obtained and are they constructed in accordance with the licence?
- (k) Have all earthworks requiring development consent on the property been fully approved?

16. Electricity

- (a) Which electricity authority supplies electricity to the property?
- (b) Is there any money owing to that authority for capital works? If so, please furnish full particulars.

17. Access, roads and enclosure permits

- (a) Is access to the property at any point over any land other than a main or public road? *(Such as a right of way or access over Local Land Services property.)*
- (b) Are there any rights of way or other easements over the property?
- (c) Is the vendor aware of any proposal to close, or any application or pending application to close or any proposal to purchase any road adjacent to the property?
- (d) Is the vendor aware of any proposed realignment on any road adjacent to the property?
- (e) Is there any main road, public road Crown road or travelling stock route through the property at any point?
- (f) Is there any enclosure permit that attaches to the property? If so, please furnish full particulars.
- (g) Has the vendor or a predecessor in title made an application to close or to purchase a road within the property or any other road which provides access to the property? If so, please advise the status of the application.

18. Rural workers accommodation

- (a) Is there any building situated on the land for the accommodation of rural workers?
- (b) If so:
 - (i) Have the requirements of the *Rural Workers Accommodation Act 1969* (NSW) and *Work Health and Safety Act 2011* (NSW) been complied with?
 - (ii) Is the vendor aware of any notice, prosecution or proceedings including enforcement proceedings, under the *Rural Workers Accommodation Act 1969* (NSW) and *Work Health and Safety Act 2011* (NSW) that have been instituted or threatened against the vendor or any previous owner of the property?
 - (iii) Does the vendor have planning approval for rural workers accommodation?

19. Stock diseases

- (a) Are there any quarantine or other notices or orders or undertakings relating to stock on the property including stock on agistment or stock not owned by the vendor? (*Such as notices or orders made about anthrax, lice, brucellosis or footrot, Ovine Johnes Disease (OJD) or Bovine Johnes Disease (BJD).*)
- (b) Has any order been made under section 62 of the *Biosecurity Act 2015* (NSW)?

20. Pollution

- (a) Are there any sheep or other stock dips, whether used or disused, on the property? If so, where on the property are they located?
- (b) Are there any outstanding notices or orders under the *Environmentally Hazardous Chemicals Act 1985* (NSW)?
- (c) Has the vendor or any tenant, share farmer or previous owner used any chemicals on the property which could give rise to any problems with chemical residues under the *Environmentally Hazardous Chemicals Act 1985* (NSW) or the *Contaminated Land Management Act 1997* (NSW)?
- (d) Has any Preliminary Investigation Order been made under section 10 or a Management Order been made under section 14 of the *Contaminated Land Management Act 1997* (NSW)? If so, has the land been declared to be significantly contaminated land within the meaning of section 11 of the *Contaminated Land Management Act 1997* (NSW)?
- (e) Is there, or has there ever been, any underground fuel tank on the property? If so:-
 - (i) Where is/was it?
 - (ii) Is it still in use? If not, has it been emptied of fuel and decommissioned?
- (f) Is there or has there been any fuel tank which may have leaked, causing soil pollution? If so, please supply full information about where it is, or was, situated.

21. Effluent Disposal Systems

- (a) Is there a septic sewage disposal system on the property? If so, please supply evidence of registration of it with the local council.
- (b) If there is no septic sewage disposal system and there is a house on the property, please supply details of the effluent disposal system used and evidence of registration with the local council.
- (c) Has the local council inspected the septic sewage disposal system? If so when?
- (d) Please provide copies of any correspondence from the local council in relation to effluent disposal, including as to any septic sewage disposal system on the property.

22. Resumptions

Is the vendor aware of any resumption, proposed resumption, proposed purchase or proposed occupation of the property by any public authority? If so, please furnish full particulars at least 14 days prior to completion.

23. Fixtures

- (a) Are the fixtures or inclusions in the sale free of encumbrances?
- (b) Any chattels not owned by the vendor, or owned by the vendor or any other person and not included in this sale, must be removed prior to completion.

24. Crown land

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

25. Pipelines

Is the vendor aware of any licence, permit or easement for any pipeline over the property, either under the *Pipelines Act 1967* (NSW) or otherwise? If so:-

- (a) Please provide copies any licences, permits or easements.
- (b) Are there any monies outstanding under any licences or permits?
- (c) Please advise the location of any licences, permits or easements.

26. Mining

- (a) Has the vendor any rights or entitlements, or received any notices, under the:
 - (i) *Mining Act 1992* (NSW); or
 - (ii) *Petroleum (Onshore) Act 1991* (NSW)?If so please provide details and provide a copy of any relevant documentation.
- (b) Is the property within a mine subsidence district? If so:
 - (i) Has the erection or alteration of any improvement required approval? Please provide a copy.
 - (ii) Was the improvement erected or altered in accordance with the terms of the approval?

27. National Parks and Wildlife

- (a) Is there any interim protection order in force over any part of the property under section 91B of the *National Parks and Wildlife Act 1974* (NSW)?
- (b) Is there a conservation agreement affecting the property, or any part of it, under section 69B of the *National Parks and Wildlife Act 1974* (NSW)?
- (c) Is there a Wildlife Refuge Agreement in place in respect of the property under section 68 of *National Parks and Wildlife Act 1974* (NSW)?

If so please provide details and provide a copy of any relevant documentation

28. Native vegetation

- (a) Is the property subject to a Property Vegetation Plan as defined in the *Native Vegetation Act 2003* (NSW)(now repealed) or a private native forestry plan under Part 5C of Schedule 11 to the *Biodiversity Conservation Act 2016* (NSW)? If so please provide details and provide a copy of any relevant documentation.
- (b) Has the vendor carried out, or caused to be carried out, on the property any clearing of native vegetation? If so:
 - (i) Was clearing carried out pursuant to a development consent?
 - (ii) If so, was clearing carried out in accordance with the terms and conditions of that consent or plan?
 - (iii) Was clearing carried out pursuant to a Property Vegetation Plan approved under the *Native Vegetation Act 2003* (NSW)(now repealed)?
 - (iv) If not, was clearing carried out in accordance with Part 5A of the *Local Land Services Act 2013* (NSW)?
 - (v) Has the permitted clearing been completed?
 - (vi) If not, what is the extent of the clearing yet to be completed?
 - (vii) Please provide a copy of any mandatory code compliance certificate that has issued under the *Local Land Services Act 2013* (NSW).
 - (viii) Is any part of the property a set-aside area under the provisions of Part 5C of Schedule 11 to the *Biodiversity Conservation Act 2016* (NSW)? If so, please provide details, including any details entered in a public register.
- (c) Has the Director General made any 'stop work' order under section 37 or given directions for remedial work under section 38 of the *Native Vegetation Act 2003* (NSW)(now repealed) or the *Biodiversity Conservation Act 2016* (NSW) in respect of the property?
- (d) Has the vendor, or any previous owner, ever been prosecuted for clearing native vegetation illegally from the property? If so, please provide full details including a copy of any written outcome of such proceedings.

29. Threatened Species

- (a) Is the vendor aware of any endangered species, endangered populations, endangered ecological communities, vulnerable species or vulnerable ecological communities as defined in the *Threatened Species Conservation Act 1995* (NSW)(now repealed) or threatened species or threatened ecological communities as defined in the *Biodiversity Conservation Act 2016* (NSW) on the property?
- (b) In reference to the *Threatened Species Conservation Act 1995* (NSW)(now repealed) are there, or has there ever been, as far as the vendor is aware, any of the following relating to the property:
 - (i) Critical habitat declared under section 47 and notified on the Register kept by the Director General of the National Parks and Wildlife Service under section 55?
 - (ii) Any recovery plan published under section 67?
 - (iii) Any draft threat abatement plan published under section 84?
 - (iv) Any licence to harm or pick threatened species population or ecological communities or damage habitat, granted under section 91?
- (c) Has there been any species impact statement prepared either for the purposes of the *Threatened Species Conservation Act 1995* (NSW)(now repealed) in accordance with section 110 or for the purposes of the *Environmental Planning and Assessment Act 1979* (NSW)?
- (d) Has there been any stop work order made by the Director General under section 91AA or any interim protection order made under Part 6A of the *National Parks and Wildlife Act 1974* (NSW)?
- (e) Has any part of the property been declared an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* (NSW)? If the answer is yes to any of the questions above please supply full details.

30. Native Title

- (a) Is the vendor aware of any Native Title claim lodged under the *Native Title Act 1993* (Cth), or acts validated under the *Native Title (New South Wales) Act 1994* (NSW)?
- (b) If so, has the vendor filed an interest to be involved in the determination of such claim under either the Commonwealth or NSW legislation?
- (c) If the land is a lease from the Crown, has the use purpose of the lease been altered since 1 January 1994 or is it in the process of being altered? If so, please provide a copy of the undertaking from the Crown not to seek from the lessee any reimbursement of compensation payable by the Crown to Native Title holders.

31. Aboriginal Sites

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

32. Environment

- (a) Has the vendor undertaken any activity that constitutes a 'controlled action' under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth)? If so please provide details.
 - (b) Has the vendor received any order or direction, or given any undertaking, under the *Biosecurity Act 2015* (NSW)? If so please provide details.
 - (c) Are there any registered or unregistered conservation agreements under the *Biodiversity Conservation Act 2016* (NSW) affecting the property (such as Biodiversity Stewardship Agreements, Conservation Agreements and Wildlife Refuge Agreements)?
 - (d) Are there any registered or unregistered conservation agreements not covered by the *Biodiversity Conservation Act 2016* (NSW)?
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33. **Foreign resident capital gains withholding measure**
- (a) Is the transaction an excluded transaction within the meaning of s14-215 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("TA Act")?
 - (b) If not attached to the contract, does the vendor hold or has the vendor applied for a clearance certificate within the meaning of s14-220 of Schedule 1 to the TA Act?
 - (c) If not attached to the contract, does the vendor hold or has the vendor applied for a variation made under s14-235 of Schedule 1 to the TA Act?
34. **Agreements or disagreements affecting the property**
- (a) Has the vendor or any predecessor in title entered into any agreements not otherwise referred to in these requisitions, with anyone else affecting the property? If so, please provide details and provide a copy of any relevant documentation.
 - (b) Are there any legal proceedings threatened, pending or not concluded that involve the property in any way?
35. **Completion**
- (a) If the vendor has or is entitled to have possession of the title deeds, any Certificate Authentication Code must be provided seven days prior to completion.
 - (b) Please list any documents to be handed over on completion in addition to the certificate of title, transfer and any discharge of mortgage.
 - (c) If applicable, has the vendor submitted a Request for CoRD Holder consent to the outgoing mortgagee?
 - (d) Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

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</i> by a party;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>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.

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- 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* 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;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<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*.