

Contract for the sale and purchase of land 2018 edition

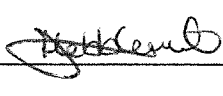
TERM	MEANING OF TERM	NSW Duty:
Vendor's agent	Gooch Agencies 61 Church Street, Gloucester NSW 2422	Phone 02 6558 1205 Fax 02 6558 2560 Ref: Casey Gooch
Co-agent Vendor	N/A JOHN WILLIAM TRUDGEON 81 Craven Plateau Road, Gloucester NSW 2422	
Vendor's solicitor	Turner Freeman The Old Bank Office, 23 Church Street, Gloucester NSW 2422 DX 7051 Gloucester NSW PO Box 9 Gloucester NSW 2422	Phone 02 6558 1209 Fax 02 6558 1499 Ref M:196226
Date for completion	42nd day after the contract date (clause 15) 30 May 2019	
Land (address, plan details and title reference)	81 CRAVEN PLATEAU ROAD, BOWMAN NSW 2422 Lot 115 Plan 753158 and Lot 121 Plan 753158 Folio Identifier 115/753158 121/753158	
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" 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: Four bay machinery shed, square timber cattle yard with small shed, 9000 litre water tank (house), 3000 litre water tank (rear of house), 20,000 litre water tank (machinery shed), pergola, chicken house, well	
Attached copies	Documents in the List of Documents as marked or numbered: Other documents:	

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

Inclusions	<input checked="" type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobe <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: ceiling fans, reverse cycle air conditioner, fire box, satellite television dish, satellite internet dish, pressure pump (under house), fire fighting pump (machinery shed), electric transfer pump (machinery shed).
Exclusions	Gun safe
Purchaser	M E & A SMITH PTY LTD ACN: 631 521 063 ATF MICHAEL & AYL A SMSF PO Box 139 New Lambton NSW 2305
Purchaser's solicitor	Conveyancing Service 6 Wood Street Adamstown NSW 2289 Phone Fax Ref
Price	\$378,000.00 \$377,000.00
Deposit	\$37,800.00 (10% of the price, unless otherwise stated)
Balance	\$340,200.00 \$339,200.00
Contract date	15 May 2019 (if not stated, the date this contract was made)

Buyer's agent


 Vendor


 Witness

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

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares Witness

EXECUTED for and on behalf of
M E & A SMITH PTY LTD ACN: 631 521 063 ATF MICHAEL & AYL A SMSF
in accordance with Section 127(1)
of the Corporations Act 2001:

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

Proposed electronic transaction (clause 30)

☐ no ☒ YES

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☒ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an RW 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.

RW 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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of RW payment: \$

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

Amount purchaser must pay – price multiplied by the RW 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 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 149(2) certificate (Environmental Planning and Assessment Act 1979)</p> <p><input type="checkbox"/> 7 section 149(5) information included in that certificate</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 checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 12 survey report</p> <p><input type="checkbox"/> 13 building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 14 insurance certificate (Home Building Act 1989)</p> <p><input type="checkbox"/> 15 brochure or warning (Home Building Act 1989)</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</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 checked="" 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 document relevant to off-the-plan sale</p> <p>Other</p> <p><input checked="" type="checkbox"/> 58 Occupation Certificate</p>
---	--

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

Telephone: Not applicable

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes 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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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:

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp 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.

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>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>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>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

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*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

- 6.1 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

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 an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW 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 *RW 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 *RW payment*.

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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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;
 - *remittance amount* payable;
 - *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 14.4 –

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 not disclosed in this contract; or
- 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not 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, but only 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 *Lodgement 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*;
- 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; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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

81 Craven Plateau Road BOWMAN NSW 2422

STANDARD ADDITIONAL CLAUSES

32. State of repair and condition

Except as required by law, the vendor gives no warranty in regard to the state of repair and condition of any improvement or structure on the subject property. The purchaser accepts the property in its present state of repair and condition with all faults whether latent or patent and cannot make any objection, requisition or claim for compensation in respect thereof.

33. Capacity or death

33.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party or any one of them (other than vendors comprising a joint tenancy) prior to completion:

33.1.1 die or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or

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

33.2 The purchaser promises that the purchaser has the legal capacity to enter into this contract.

34. Notice to complete

34.1 If a party is entitled to serve a notice to complete, then the party may:

34.1.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and

34.1.2 specify the time of day between 11:00am and 4:00pm as the time for completion.

34.2 The parties agree that 14 days is reasonable and proper period to specify in any notice to complete.

34.3 The parties agree that the party serving a notice can:

34.3.1 withdraw the notice; and

34.3.2 issue further notices to complete.

35. Interest for late completion

35.1 If completion does not take place for any reason (other than the vendor's default) on or before the completion date the purchaser must pay to the vendor on completion, in addition to the purchase price, interest calculated daily:

35.1.1 at the rate of ten percent (10%) per annum, and

35.1.2 on the balance of the purchase price payable under this contract in respect of the period commencing on the day following the date for the completion date and any on the date completion takes place.

35.2 The purchaser will not be required to pay interest in respect of any period due in which completion has been delayed due to the fault of the vendor.

35.3 If interest is payable pursuant to 35.1 the purchaser may not require the vendor to complete this contract unless such interest is paid to the vendor on completion. It is an essential term of this agreement that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date of completion.

36. Other costs

36.1 If the purchaser cancels the settlement after appropriate arrangements have been made, the purchaser will allow any agent's fees incurred on settlement and the vendor's legal costs of \$165.00 inclusive of GST for each cancellation.

36.2 If the purchaser fails to serve the transfer within the time limited by clause 4.1 then the purchaser shall pay to the vendor by way of an adjustment on completion an amount of \$121.00 inclusive of GST being additional costs incurred by the vendor arising from a delay in service of the transfer.

36.3 If the vendor becomes entitled to issue a notice to complete, then the purchaser shall pay to the vendor the legal costs of the issue of such notice in the sum of \$330.00 and agrees that it is a condition of settlement that such amount be paid at settlement.

37. Requisitions

For the purposes of clause 5.2 of this agreement the purchaser cannot make any requisition other than the requisitions in the form attached to this contract.

37.1.1

38. Dual occupancy

The vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SREP12 that allow subdivision of dual occupancy have been repealed, and the attached section 149 certificate may be inaccurate in respect of those matters.

39. Amendments to standard contract

39.1 Clauses 7.1.1, 16.8, 23.6, and 23.7 are deleted in their entirety.

39.2 Clause 16.5 is amended by deleting the words "plus another 20% of that fee".

39.3 Clause 23.5.2 is amended by deleting the words "but is disclosed in the contract".

39.4 Clause 1 is amended by deleting the words "if authorised in writing by the vendor or vendor's solicitors, some other cheque" where appearing in the definition of "settlement cheque".

39.5 Clause 23.13 is amended by deleting the words "at least 7 days".

39.6 Clause 23.14 is amended by the deletion of the entirety of the first sentence.

40. Rural land

- 40.1 The vendor reserves the right to deposture animals on the property pending completion. The vendor will remove all depostured stock before completion. The purchaser must not make any requisition, objection or claim for compensation as to the condition of the property or its suitability as stock pasture.
- 40.2 The purchaser must not make any requisition, objection or claim for compensation in regard to:
- 40.2.1 the location and state of repair of any boundary or other fencing;
 - 40.2.2 whether there are any give and take fences;
 - 40.2.3 whether any boundaries are unfenced;
 - 40.2.4 whether there are any cattle grids or gates on any roads accessing or traversing the property;
 - 40.2.5 whether there are any enclosed crown roads for which no road enclosure permit exists;
 - 40.2.6 the use of any agricultural chemicals on the property;
 - 40.2.7 whether there is or has been a sheep dip on the property;
 - 40.2.8 any access to the subject property;
 - 40.2.9 the location and availability of any services;
 - 40.2.10 whether any services pass through other properties;
 - 40.2.11 whether there are any noxious weeds on the property;
 - 40.2.12 whether there are any feral animals on the property.
- 40.3 The vendor shall not plant any crops on the property, the harvesting of which cannot be completed before settlement.
- 40.4 The vendor gives no warranty as to:
- 40.4.1 the carrying capacity of the property or any part of it;
 - 40.4.2 the suitability of the property or any part of it for any agricultural purpose;
 - 40.4.3 whether or not there are any farming activities on properties adjoining or nearby the subject property involving the use of agricultural chemicals or activities that may create dust or result in spray drift that affects the subject property.

The purchaser shall be deemed to have satisfied themselves in regard to these matters.

41. Contamination

- 41.1 The purchaser accepts the *property* in its present condition and state of repair including any contamination or hazardous substances or any other latent or patent defects.
- 41.2 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* because of any contamination or hazardous substances found in or on the *property*.
- 41.3 The purchaser waives any existing and future claims or redress of any kind which it may have against the vendor because of contamination or hazardous substances or any other environmental damage to the *property*.
- 41.4 The purchaser will at all times indemnify the vendor against all actions, suits, proceedings, losses, damages, charges, claims and demands in any way arising out of or because of any contamination of or hazardous substances on the *property*.

42. Sewer

- 42.1 The property is not serviced by any sewer.
- 42.2 The vendors do not hold any approvals in relation to the onsite effluent disposable for the property.
- 42.3 The purchasers shall be deemed to have satisfied themselves in regard to these matters.
- 42.4 The purchasers cannot make a claim or raise any objection or *requisition* or *rescind* or *terminate* or claim for compensation in regard to any matter disclosed in this clause 42.
- 42.5 This clause shall not merge on completion.

43. GST-free because the sale of farm land supplied for farming

- 43.1 GST refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 (GST Act).
- 43.2 The vendor warrants that a farming business has been carried on, on the land comprised in this sale, for at least 5 years preceding the date of this contract.
- 43.3 The purchaser warrants that, on and after completion of this sale, a farming business (as defined under the GST Act) will be carried on, on the land comprised in this sale.
- 43.4 In the event of the vendor being liable for GST due to the purchaser's failure to comply with clause 43.3 and/or as a consequence of any breach by the purchaser of the warranty given under clause 43.3:
- 43.4.1 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 of Taxation, the amount of the GST, including any additional penalty and interest; and
 - 43.4.2 The vendor shall deliver to the purchaser, as a precondition to such payment referred to in 43.4.1 a tax invoice in a form which complies with the GST Act and regulations.
- 43.5 The agreement and warranty given under this clause by the purchaser are given so as to bind themselves, their executors, administrators and assigns and they shall hereby indemnify the vendor in respect of any GST payable in consequence of this contract.
- 43.6 This clause shall not merge on completion.

44. Disclosure of other document (building certificate, engineer's report, development consent etc)

Attached to this agreement is a copy of Gloucester Shire Council Occupation Certificate dated 26 August 2011. The vendor does not warrant the accuracy of anything disclosed in that document. The purchaser must not make any objection, requisition or claim for compensation in regard to any matter disclosed in that document.

45. Guarantee

- 45.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 45.2 The word *guarantor* means each director of the purchaser as at the date of this contract.
- 45.3 If each director of the purchaser has not signed this clause as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 45.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- 45.4.1 payment of all money payable by the purchaser under this contract; and
- 45.4.2 the performance of all of the purchaser's other obligations under this contract.
- 45.5 The guarantor:
- 45.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
- 45.5.2 must pay on demand any money due to the vendor under this indemnity.
- 45.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 45.6.1 the performance by the purchaser of its obligations under this contract; and
- 45.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 45.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 45.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 45.9 The guarantor's obligations under this clause are not released, discharge or otherwise affected by:
- 45.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
- 45.9.2 the release or discharge of any person;
- 45.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
- 45.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
- 45.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- 45.9.6 the winding up of the purchaser.
- 45.10 The deed constituted by this clause binds each party who signs it even if other parties do no, or if the execution by other parties is defective, void or voidable.
- 45.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 45.12 This clause operates as a deed between the vendor and the guarantor.

EXECUTED as a deed

Signed sealed and delivered by the guarantor in the presence of:

Signature of witness

Signature of guarantor

Name of witness

Signed sealed and delivered by the guarantor in the presence of:

Signature of witness

Signature of guarantor

Name of witness

46. VENDORS TO REMAIN IN OCCUPATION OF PROPERTY

46.1 It is hereby agreed that the Vendors will remain in exclusive occupation of the property from the date of settlement to 7th July 2019 under the following terms:

46.1.1 The Vendors to maintain the property in its current condition and state of repair;

46.1.2 The Vendors to maintain appropriate insurance for the property until the date of vacation;

46.2 This clause shall not merge on completion.



FOLIO: 115/753158

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/3/2019	10:57 AM	5	15/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMUNITY FIRST CREDIT UNION
LIMITED.

LAND

LOT 115 IN DEPOSITED PLAN 753158
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF CRAVEN COUNTY OF GLOUCESTER
(FORMERLY KNOWN AS PORTION 115)
TITLE DIAGRAM CROWN PLAN 5991.1497

FIRST SCHEDULE

JOHN WILLIAM TRUDGEON (T U719444)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES BY
CROWN GRANT
- 3 AH729571 MORTGAGE TO COMMUNITY FIRST CREDIT UNION LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



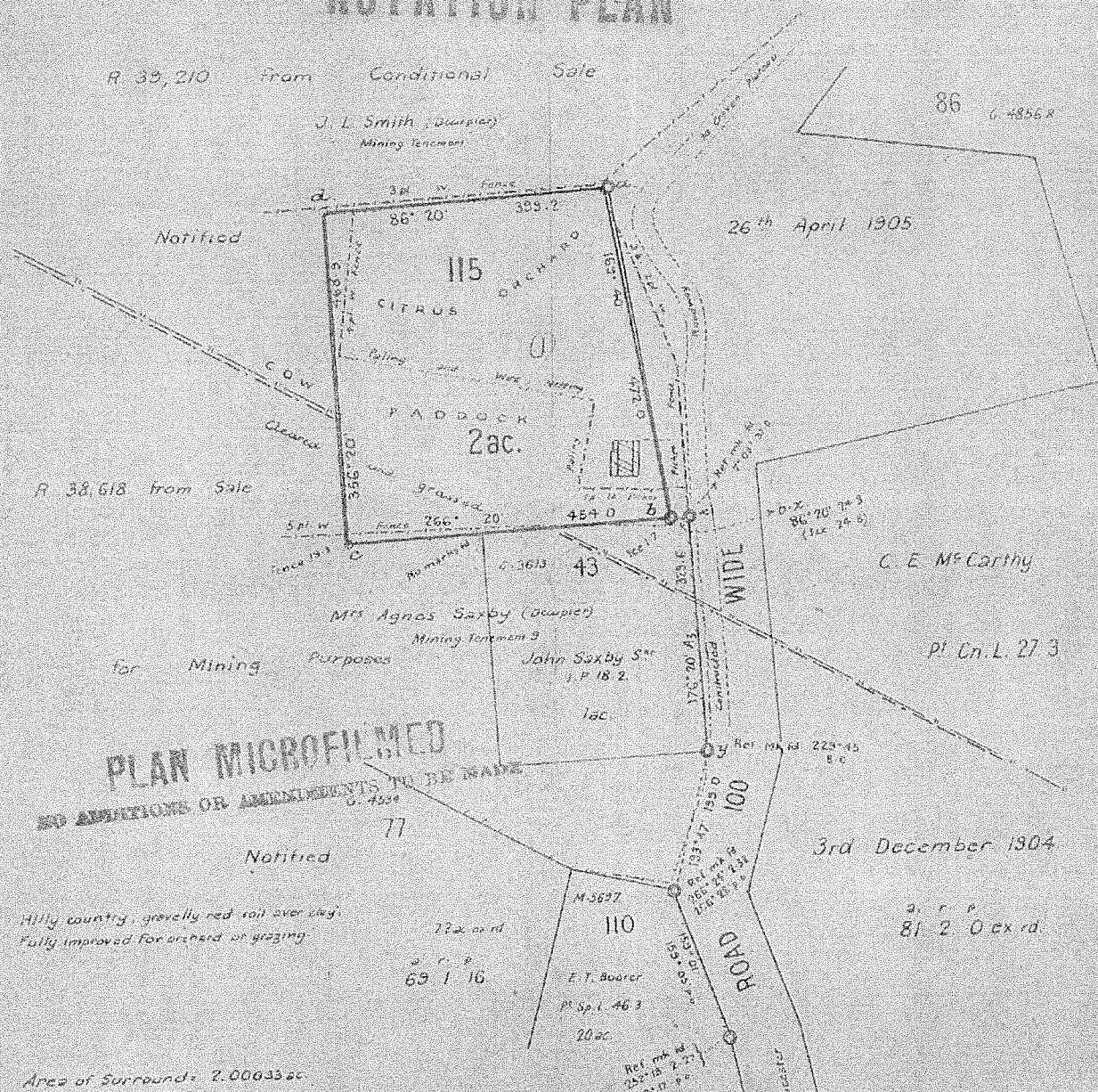
PLAN OF PORTION 115
PARISH: CRAVEN **COUNTY: GLOUCESTER**
LAND DISTRICT: GLOUCESTER **LAND BOARD DISTRICT: MAITLAND**
SHIRE: GLOUCESTER

Applied for under the 62nd Section of the Crown Lands Consolidation Act, 1903, by Ernest Barratt Owen
Portion 115 - ~~114~~ - ~~116~~

Partly within R. 38,618 from Sale for Mining Purposes Notified 3rd December 1904 Revd 12/11/04 With in the Gloucester Coal Field
Partly within R. 38,618 from Conditional Sale, dated 26th April 1905 Revd 12/11/04

1 P 53-1 Myra Kathleen Violet Kinness 635 29 4 55 Sale Completed tenure 55 47 37
Grant limited to surface and depth of 50 feet.

NOTATION PLAN



Hilly country, gravelly red soil over clay.
Fully improved for orchard or grazing.

Area of Surrounds 2.00033ac

REFERENCE MARKS

CORNER	BEARING	FROM	LINKS	IN OR TREE
a	Peg on corner	115		
b	266° 20' G.I. Pipe	2.28		
c	Peg on corner	115		
d	266° 20' G.I. Pipe	2.25		
e	Peg on corner	115		
f	Peg on corner	115		

I, Ernest Barratt Owen, being the owner of the original plan, hereby certify that it is a true and correct copy of the original plan.
Ernest Barratt Owen
Owner of the original plan
Land Board Office, MAITLAND
13th February 1905

I, Vincent Francis O'Donohue, being the owner of the original plan, hereby certify that it is a true and correct copy of the original plan.
V. F. O'Donohue
Owner of the original plan
Land Board Office, MAITLAND
13th February 1905

I, J. F. O'Donohue, being the owner of the original plan, hereby certify that it is a true and correct copy of the original plan.
J. F. O'Donohue
Owner of the original plan
Land Board Office, MAITLAND
13th February 1905

I, J. F. O'Donohue, being the owner of the original plan, hereby certify that it is a true and correct copy of the original plan.
J. F. O'Donohue
Owner of the original plan
Land Board Office, MAITLAND
13th February 1905

I, J. F. O'Donohue, being the owner of the original plan, hereby certify that it is a true and correct copy of the original plan.
J. F. O'Donohue
Owner of the original plan
Land Board Office, MAITLAND
13th February 1905

AZIMUTH TAKEN FROM ...
FIELD BOOK L.B. 1250 PAGES 40, 41

SCALE 2 CHAINS TO AN INCH

AT 58 6 5381 1497



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
City Agents
Ph. 02 9232 2077 Fax. 02 9232 3595

FOLIO: 121/753158

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/3/2019	10:57 AM	5	15/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMUNITY FIRST CREDIT UNION
LIMITED.

LAND

LOT 121 IN DEPOSITED PLAN 753158
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF CRAVEN COUNTY OF GLOUCESTER
(FORMERLY KNOWN AS PORTION 121)
TITLE DIAGRAM CROWN PLAN 6524.1497

FIRST SCHEDULE

JOHN WILLIAM TRUDGEON

(T U719444)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- 2 AH729571 MORTGAGE TO COMMUNITY FIRST CREDIT UNION LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

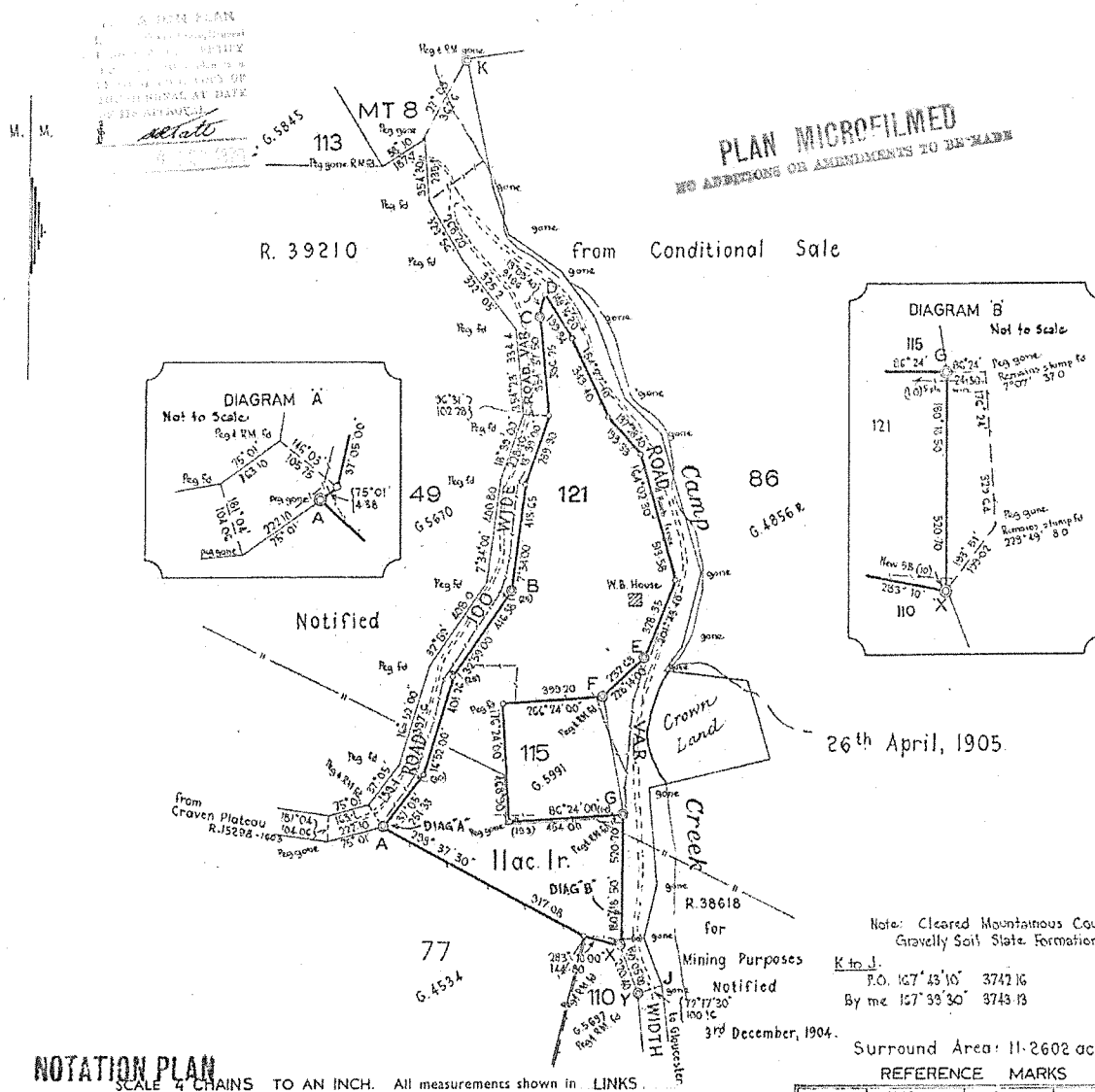
*** END OF SEARCH ***

196226

PRINTED ON 13/3/2019

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the Information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the Information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

PLAN OF PORTION 121 PARISH CRAVEN LAND DISTRICT GLOUCESTER COUNTY GLOUCESTER SHIRE GLOUCESTER



NOTATION PLAN

SCALE 4 CHAINS TO AN INCH. All measurements shown in LINKS.

Cancels plan G.3613-1497.
Within: Gloucester Gold Field Proclaimed 3rd June, 1879.
Partly Within: R.39210 from Conditional Sale Notified 26th April, 1905.
R.38616 for Mining Purposes Notified 3rd December, 1904.
Portion 121: Sp.L 1967-2 (Perpetuity). William Clive Ninness.

6524-1497

PAPER NO. Ten. 69/5572. LB. 69/1952.

CAT. NO. G.6524-1497

NOTATION PLAN

AZIMUTH TAKEN FROM X Y
FIELD BOOK 6346 PAGES 1-7

I, Terence Claude Daly, of Gloucester, a Surveyor registered under the Surveyors Act, 1929-1946, hereby certify that the survey represented in this plan is accurate and has been made by me under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and the special requirements of the Department of Lands and was completed on 13.3.1970.

Signature T. C. Daly

Surveyor registered under the Surveyors Act, 1929-1946.

CHECKED & CHARTED AND BY M. J. D. 8.7.70.

PLAN APPROVED

Authorised Officer 19.7.70

RP 63

" \$700000^A

OFFICE USE ONLY

	of	
\$ No Fee		

MEMORANDUM

Insert name of
relevant bank,
building society,
or other mortgagee,
lessor, firm &c.

Insert nature of
document which
will refer to this
memorandum.

To be signed by the
authorised officer
for the lessor, mort-
gagee, chargee &c.

Clauses are to be
numbered consecutively
from number 1.

On behalf of the Registrar General
I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such
the reservations, exceptions and provision which are deemed to be set out at length in such folios
of the Register as refer to this memorandum.

Signature of Authorised Officer

1. The reservations and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter
be required for public ways in over and through the same
by the Crown with full power for the Crown and such person
or persons as shall be duly authorised in that behalf to
make and conduct all such public ways and the right of full
and free ingress egress and regress into out of and upon the
land for the purpose aforesaid.

THE STANDARD
MARGINS, QUALITY
OF PAPER &c.,
PRESCRIBED BY
REGULATION 6,
REAL PROPERTY
ACT REGULATIONS,
1970 SHOULD BE
MAINTAINED IN
THIS FORM AND IN
ANY ANNEXURES.

TO BE COMPLETED
BY LODGING PARTY

Insert the name,
postal address or
document exchange
reference, telephone
number and delivery
box number.

LODGED BY REGISTRAR GENERAL

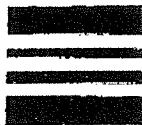
Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL
on 16/9/1981.

Registrar General



RP 63



S. 700,000.8.

OFFICE USE ONLY

	of	
\$ No Fee		

MEMORANDUM

Insert name of
relevant bank,
building society,
or other mortgagee,
lessor, firm &c.

Insert nature of
document which
will refer to this
memorandum.

To be signed by the
authorised officer
for the lessor, mort-
gagee, chargee &c.

Clauses are to be
numbered consecutively
from number 1.

On behalf of the Registrar General

I certify that this memo-andum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

as refer to this memorandum.

Signature of Authorised Officer

1. The reservation and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

2. Provision for subsidence. WHEREAS -

- (a) mining operations may have been and may be carried on upon and in the land below the said land and the lands adjoining the said land and the land below the same; and

- (b) metals and minerals may have been and may be removed therefrom,

the said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its sequels in title shall be entitled to make or prosecute any claim for damages or take any proceedings either by way of injunction or otherwise against the Crown or any lessees or lessees under any Mining Act or Acts of the State of New South Wales or his or their executors administrators or assigns for or in respect of any damage or loss occasioned by the letting down subsidence or lateral movement of the land or otherwise howsoever by reason of the following Acts and matters that is to say by reason of the Crown or any person on its behalf or any lessee or lessees as aforesaid or his or their executors administrators or assigns having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the land below the land or on in under or from any other lands situated laterally to the land and the land below the same and whether on or below the surface of such other lands and it is expressly reserved unto the Crown the liberty and authority by reason of the Acts and matters aforesaid or in the course thereof for the Crown and any person on its behalf and any lessee or lessees as aforesaid and his or their executors administrators and assigns to from time to time let down without payment of any compensation whatsoever any part of the land and/or the surface thereof.

THE STANDARD
MARGINS, QUALITY
OF PAPER &c.
PRESCRIBED BY
REGULATION &
REAL PROPERTY
ACT REGULATIONS,
1970 SHOULD BE
MAINTAINED IN
THIS FORM AND IN
ANY ANNEXURES.

TO BE COMPLETED
BY LODGING PARTY

Insert the name,
postal address or
Document Exchange
reference, telephone
number and delivery
box number.

LODGED BY REGISTRAR GENERAL.

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL
on 16/9/1981.

Registrar General



RP 63



S. 700,000.00

OFFICE USE ONLY

	of	
\$ No Fee		

MEMORANDUM

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, chargee &c.

On behalf of the Registrar General I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

[Signature]

Signature of Authorised Officer

Clauses are to be numbered consecutively from number 1.

1. The reservation and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

2. Provision for forfeiture: If the registered proprietor does not pay the rent referred to in the folio of the Register together with any other moneys and any interest on such moneys that may be payable or become payable to the Crown under any Act or does not perform or observe the provisions and conditions referred to in the folio of the Register or any of them then and in such case it shall be lawful for the said land to be forfeited to the Crown.

THE STANDARD MARGINS, QUALITY OF PAPER &c. PRESCRIBED BY REGULATION 6, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY

Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

LODGED BY	REGISTRAR GENERAL
Delivery Box Number	

Filed in the Office of the REGISTRAR GENERAL on 16/9/1981.

[Signature]

Registrar General



RP 63

S. 700,000⁰⁰

OFFICE USE ONLY

	of	
\$ No Fee		

MEMORANDUM

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, chargee &c.

Clauses are to be numbered consecutively from number 1.

On behalf of the Registrar General

I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

James

Signature of Authorised Officer

1. The reservation and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

2. Provision for forfeiture: If the registered proprietor does not pay the rent referred to in the folio of the Register together with any other moneys and any interest on such moneys that may be payable or become payable to the Crown under any Act or does not perform or observe the provisions and conditions referred to in the folio of the Register or any of them then and in any such case it shall be lawful for the said land to be forfeited to the Crown.

3. Provision for subsidence. WHEREAS -

- (a) mining operations may have been and may be carried on upon and in the land (below) the said land and the lands adjoining the said land and the land below the same; and
- (b) metals and minerals may have been and may be removed therefrom,

the said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its sequels in title shall be entitled to make or prosecute any claim for damages or take any proceedings either by way or injunction or otherwise against the Crown or any lessee or lessees under any Mining Act or Acts of the State of New South Wales or his or their executors administrators or assigns for or in respect of any damage or loss occasioned by the letting down subsidence or lateral movement of the land or otherwise howsoever by reason of the following Acts and matters that is to say by reason of the Crown or any person on its behalf or any lessee or lessees as aforesaid or his or their executors administrators or assigns having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the land below the land or on in under or from any other lands situated laterally to the land and the land below the same and whether on or below the surface of such other lands and it is expressly reserved unto the Crown the liberty and authority by reason of the Acts and matters aforesaid or in the course thereof for the Crown and any person on its behalf and any lessee or lessees as aforesaid and his or their executors administrators and assigns to from time to time let down without payment of any compensation whatsoever any part of the land and/or the surface thereof.

THE STANDARD MARGINS, QUALITY OF PAPER &c., PRESCRIBED BY REGULATION 6, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY

Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

LODGED BY REGISTRAR GENERAL

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL on 16/9/1981.

Registrar General



PLANNING CERTIFICATE UNDER SECTION 10.7 (2)
 ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

APPLICANT: Info Track Pty Ltd

ADDRESS: GPO Box 4029
 SYDNEY NSW 2001

Certificate No.:	2997/2019	Document No.:	92449.13	Parcel No.:	2609
Fees:	\$53.00	Receipt No.:	321917	Reference:	196226
Owner:	Mr J W Trudgeon	Address:	81 Craven Plateau Road BOWMAN NSW 2422		

Description of Land

Property Address: 81 Craven Plateau Road BOWMAN 2422

Property Title: Lot: 121 DP: 753158 **Parish:** Craven

PREScribed MATTER	INFORMATION
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.	1 Names of relevant planning instruments and DCPs (1) (a) Gloucester Local Environmental Plan 2010 (b) State Environmental Planning Policies: <ul style="list-style-type: none"> • SEPP Seniors Housing etc. • SEPP State Environmental Planning Policy (Integration And Reveals) 2016 • SEPP No. 4 Development Without Consent And Miscellaneous Exempt And Complying Development • SEPP No. 6 Number Of Storeys In A Building • SEPP No. 21 Caravan Parks • SEPP No. 22 Shops And Commercial Premises • SEPP No. 30 Intensive Agriculture • SEPP No. 33 Hazardous & Offensive Development • SEPP No. 36 Manufactured Home Estates • SEPP No. 44 Koala Habitat Protection • SEPP No. 50 Canal Estate Development • SEPP No. 55 Remediation Of Land • SEPP No. 62 Sustainable Aquaculture • SEPP No. 64 Advertising And Signage • SEPP No. 65 Design Quality Of Residential Flat Development • SEPP BASIX (Building Sustainability Index: BASIX) 2004 • SEPP-MD (Major Development) 2005

	<ul style="list-style-type: none"> • SEPP-MPP&EI (Mining, Petroleum Production and Extractive Industries) 2007 • SEPP-S&RD (State & Regional Development) 2011 • SEPP (Rural Lands) 2008. • SEPP (Infrastructure) 2007 • SEPP (Temporary Structures) 2007 • SEPP (Exempt and Complying Development Codes) 2008 • SEPP (Affordable Rental Housing) 2009 • SEPP : SEPP (Vegetation in Non-Rural Areas) 2017. This Policy applies to the specifically designated non-rural zones under clause 5 of the Policy. • Draft SEPP (Application Of Development Standards) 2004 • Draft SEPP (Amendment) Design Quality Of Residential Flat Development • Draft SEPP (Infrastructure) Amendment (Review) 2016 • Draft SEPP (Educational Establishments And Child Care Facilities) 2017
<p>(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p>	<p>(2) There land is subject to the following Planning Proposals to amend the environmental planning instrument:</p> <p>Amendment No. 5.</p> <ul style="list-style-type: none"> • To enable the use of dwellings for short-term rental accommodation without the need for Development Consent (Deferred)
<p>(3) The name of each development control plan that applies to the carrying out of development on the land.</p>	<p>(3) Gloucester Shire Council Development Control Plan 2010</p>
<p>(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.</p>	<p>(4) Council has not been notified of any draft state or regional environmental plan applying to the land.</p> <ul style="list-style-type: none"> • Clause 29 of the <i>Environmental Planning and Assessment (Savings and Transitional) Regulation 1998</i> affects the provisions of certain State Environmental Planning Policies and how they apply to the land. Clause 29 should be read in conjunction with the State environmental planning policies listed.
<p>2 Zoning and land use under relevant LEPs</p> <p>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):</p> <p>(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)"),</p>	<p>2 Zoning and land use under relevant LEPs</p> <p>(a) Gloucester Local Environmental Plan 2010 –</p> <p>Zone No. Gloucester LEP 2010</p> <p>RU1 - Primary Production</p>

(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	(b) See Gloucester Local Environmental Plan 2010 https://legislation.nsw.gov.au/#!/view/EPL/2010/241/full
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	(c) See Gloucester Local Environmental Plan 2010 https://legislation.nsw.gov.au/#!/view/EPL/2010/241/full
(d) the purposes for which the instrument provides that development is prohibited within the zone,	(d) See Gloucester Local Environmental Plan 2010 https://legislation.nsw.gov.au/#!/view/EPL/2010/241/full
(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,	(e) See Clause 4.2A of Gloucester Local Environmental Plan 2010
(f) whether the land includes or comprises critical habitat,	(f) No
(g) whether the land is in a conservation area (however described),	(g) No
(h) whether an item of environmental heritage (however described) is situated on the land.	(h) No
3 Complying development	3 Complying development
(a) 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 <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u> .	(a) Complying Development may be undertaken on the land for the following Complying Development Codes: <ul style="list-style-type: none"> • Rural Housing Code • Housing Alterations Code • General Development Code • Subdivisions Code • Demolition Code • Fire Safety Code
(b) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.	(b) Nil
(c) 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.	(c) Nil
4 Coastal protection	4 Coastal protection
Whether or not the land is affected by the operation of section 38 or 39 of the <u>Coastal Protection Act 1979</u> , but only to the extent that the council has been so notified by the Department of Public Works.	This section is not applicable to the Gloucester LEP area under the <u>Coastal Protection Act 1979</u> .

<p>4A Certain information relating to beaches and coasts</p> <p>(1) In relation to a coastal council—whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with</p> <p>(2) In relation to a coastal council:</p> <p>(a) whether the council has been notified under section 55X of the <u>Coastal Protection Act 1979</u> that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>(b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p> <p>(3) (Repealed)</p>	<p>4A Certain information relating to beaches and coasts</p> <p>(1) Nil</p> <p>(2) Nil</p> <p>(3) Nil</p>
<p>4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works</p> <p>In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p> <p><small>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.</small></p>	<p>4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works</p> <p>Nil</p>
<p>5 Mine subsidence</p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>	<p>5 Mine subsidence</p> <p>The land is not proclaimed to be in a mine subsidence district.</p>
<p>6 Road widening and road realignment</p> <p>Whether or not the land is affected by any road widening or road realignment under:</p> <p>(a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>(b) any environmental planning instrument, or</p> <p>(c) any resolution of the council.</p>	<p>6 Road widening and road realignment</p> <p>(a) No</p> <p>(b) No</p> <p>(c) No</p>
<p>7 Council and other public authority policies on hazard risk restrictions</p> <p>Whether or not the land is affected by a policy:</p> <p>(a) adopted by the council, or</p> <p>(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,</p>	<p>7 Council and other public authority policies on hazard risk restrictions</p> <p>No</p> <p>Council has not been notified of any policy adopted by any other authority relating to hazard risk restrictions on the land.</p>

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).

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.
- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.
- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

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 27 of the Act.

9 Contributions plans

The name of each contributions plan applying to the land.

9A Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995), a statement to that effect.

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).

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).

7A Flood related development controls information

(1) No

(2) No

8 Land reserved for acquisition

No

9 Contributions plans

Gloucester Shire Council Section 94A Contribution Plan.

9A Biodiversity certified land

Nil.

10 Biodiversity stewardship sites

Council has not been notified by the Chief Executive of the Office of Environment and Heritage that a biodiversity stewardship agreement exists.

10A Native vegetation clearing set asides

Council has not been notified of any statement.

11 Bush fire prone land

If any land is bush fire prone land (as defined in the Act), 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, statement to that effect.

12 Property vegetation plans

If the land is land to which a property vegetation plan under the Native Vegetation Act 2003 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).

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).

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.

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 (of which the council is aware), issued under clause 25 of that Policy in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (i) the period for which the certificate is current, and
- (ii) that a copy may be obtained from the head office of the Department of Planning, and

(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.

11 Bush fire prone land

Yes - The land has been designated as wholly or partly bush fire prone in the Gloucester LGA - Bush Fire Prone Land Map (NSW Rural Fire Service, 5/9/03). The map is available for inspection at Council's Administration Office.

12 Property vegetation plans

Not Applicable.

13 Orders under Trees (Disputes Between Neighbours) Act 2006

No

14 Directions under Part 3A

No Direction issued

15 Site compatibility certificates and conditions for seniors housing

(a) Council has not been notified of any certificate.

(b) No consent has been issued.

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

- (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
 - (b) that a copy may be obtained from the head office of the Department.
- (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.

17 Site compatibility certificates 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
 - (b) that a copy may be obtained from the head office of the Department.
- (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.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

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

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*.

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

Council has not been notified of any certificate.

17 Site compatibility certificates for affordable rental housing

- (1) Council has not been notified of any certificate.

- (2) None apply.

18 Paper subdivision information

- (1) Nil.
- (2) Nil.
- (3) Nil.

19 Site verification certificates

- (a) Council has not been notified of any certificate.

<p>(b) the date on which the certificate ceases to be current (if any), and</p> <p>(c) that a copy may be obtained from the head office of the Department.</p>	<p>(b) Nil</p> <p>(c) Nil</p>
<p>20 Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	<p>20 Loose-fill asbestos insulation</p> <p>Nil</p>
<p>21 Affected building notices and building product rectification orders</p> <p>(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.</p> <p>(2) A statement of:</p> <p>(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</p> <p>(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.</p> <p>(3) In this clause:</p> <p>affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.</p> <p>building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.</p>	<p>21 Affected building notices and building product rectification orders</p> <p>(1) Nil</p> <p>(2) Nil.</p>
<p>Note.</p> <p>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:</p> <p>(a) 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,</p> <p>(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,</p> <p>(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,</p> <p>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, 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.</p>	
<p>22 Matters arising under the Contaminated Land Management Act 1997</p> <p>Section 59 (2) of the <i>Contaminated Land Management Act 1997</i> prescribes the following additional matters that are to be specified in a planning certificate:</p> <p>(a) That the land to which this certificate relates is significantly contaminated land – if the land (or part of the land) is declared to be significantly contaminated land at the date when the certificate is issued</p>	<p>22 Matters arising under the Contaminated Land Management Act 1997</p> <p>(a) No - Council has not received any advice from the EPA.</p>

- (b) That the land to which this certificate relates is **subject to a management order** – 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** – 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** – 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** – if a copy of such statement has been provided at any time to the local authority issuing the certificate.

23 Airport and Flight Path Advice

Other information important to the land owner

(b) No

(c) No

(d) No

(e) No

23 Airport and Flight Path Advice

Not Applicable

Other information important to the land owner

- (a) The proclamation of 12 May 2016 ratified the merger of the Local Government Areas of Gloucester Shire, Greater Taree and Great Lakes Council into Midcoast Council. Gloucester Local Environmental Plan 2010 still stands as a separate environmental planning instrument.
- (b) Council advises that it is currently preparing documentation to develop a new LEP that will cover the whole of the MidCoast Council Local Government Area.
- Council may take into account all or part of these documents when considering development applications.

Note

- This certificate contains information that Council is aware of through its records and environmental plans, along with data supplied by the State Government and other external agencies. The details contained in this certificate are limited to that required by section 10.7 (2) of the Environmental Planning and Assessment Act 1979 and Regulations 2000.

The accuracy and currency of details provided by agencies external to Council have not been verified by Mid-Coast Council and should be verified by the applicant.

- The information supplied in this certificate is correct as of the date of this certificate.

For General Manager

Date: 20 March 2019

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2)
 ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

APPLICANT: Info Track Pty Ltd

ADDRESS: GPO Box 4029
 SYDNEY NSW 2001

Certificate No.: 2996/2019 **Document No.:** 92451.13 **Parcel No.:** 906

Fees: \$53.00 **Receipt No.:** 321917 **Reference:** 196226

Owner: Mr JW Trudgeon **Address:** 81 Craven Plateau Road
 BOWMAN NSW 2422

Description of Land

Property Address: 81 Craven Plateau Road BOWMAN 2422

Property Title: Lot: 115 DP: 753158 **Parish:** Craven

PREScribed MATTER	INFORMATION
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.	1 Names of relevant planning instruments and DCPs (1) (a) Gloucester Local Environmental Plan 2010 (b) State Environmental Planning Policies: <ul style="list-style-type: none"> • SEPP Seniors Housing etc. • SEPP State Environmental Planning Policy (Integration And Repeals) 2016 • SEPP No. 4 Development Without Consent And Miscellaneous Exempt And Complying Development • SEPP No. 6 Number Of Storeys In A Building • SEPP No. 21 Caravan Parks • SEPP No. 22 Shops And Commercial Premises • SEPP No. 30 Intensive Agriculture • SEPP No. 33 Hazardous & Offensive Development • SEPP No. 36 Manufactured Home Estates • SEPP No. 44 Koala Habitat Protection • SEPP No. 50 Canal Estate Development • SEPP No. 55 Remediation Of Land • SEPP No. 62 Sustainable Aquaculture • SEPP No. 64 Advertising And Signage • SEPP No. 65 Design Quality Of Residential Flat Development • SEPP BASIX (Building Sustainability Index: BASIX) 2004 • SEPP-MD (Major Development) 2005

	<ul style="list-style-type: none"> • SEPP-MPP&EI (Mining, Petroleum Production and Extractive Industries) 2007 * SEPP-S&RD (State & Regional Development) 2011 • SEPP (Rural Lands) 2008. • SEPP (Infrastructure) 2007 • SEPP (Temporary Structures) 2007 • SEPP (Exempt and Complying Development Codes) 2008 • SEPP (Affordable Rental Housing) 2009 • SEPP SEPP (Vegetation in Non-Rural Areas) 2017. This Policy applies to the specifically designated non-rural zones under clause 5 of the Policy. • Draft SEPP (Application Of Development Standards) 2004 • Draft SEPP (Amendment) Design Quality No. 65 Of Residential Flat Development • Draft SEPP (Infrastructure) Amendment (Review) 2016 • Draft SEPP (Educational Establishments And Child Care Facilities) 2017
<p>(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p>	<p>(2) There land is subject to the following Planning Proposals to amend the environmental planning instrument:</p> <p>Amendment No. 5.</p> <ul style="list-style-type: none"> • To enable the use of dwellings for short-term rental accommodation without the need for Development Consent (Deferred)
<p>(3) The name of each development control plan that applies to the carrying out of development on the land.</p>	<p>(3) Gloucester Shire Council Development Control Plan 2010</p>
<p>(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.</p>	<p>(4) Council has not been notified of any draft state or regional environmental plan applying to the land.</p> <ul style="list-style-type: none"> • Clause 29 of the <i>Environmental Planning and Assessment (Savings and Transitional) Regulation 1998</i> affects the provisions of certain State Environmental Planning Policies and how they apply to the land. Clause 29 should be read in conjunction with the State environmental planning policies listed.
<p>2 Zoning and land use under relevant LEPs</p> <p>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):</p>	<p>2 Zoning and land use under relevant LEPs</p>
<p>(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)"),</p>	<p>(a) Gloucester Local Environmental Plan 2010 –</p> <p>Zone No. Gloucester LEP 2010</p> <p>RU1 - Primary Production</p>

<p>(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,</p> <p>(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,</p> <p>(d) the purposes for which the instrument provides that development is prohibited within the zone,</p> <p>(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,</p> <p>(f) whether the land includes or comprises critical habitat,</p> <p>(g) whether the land is in a conservation area (however described),</p> <p>(h) whether an item of environmental heritage (however described) is situated on the land.</p>	<p>(b) See Gloucester Local Environmental Plan 2010 https://legislation.nsw.gov.au/#/view/EPL/2010/241/full</p> <p>(c) See Gloucester Local Environmental Plan 2010 https://legislation.nsw.gov.au/#/view/EPL/2010/241/full</p> <p>(d) See Gloucester Local Environmental Plan 2010 https://legislation.nsw.gov.au/#/view/EPL/2010/241/full</p> <p>(e) See Clause 4.2A of Gloucester Local Environmental Plan 2010</p> <p>(f) No</p> <p>(g) No</p> <p>(h) No</p>
<p>3 Complying development</p> <p>(a) 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 <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u>.</p> <p>(b) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.</p> <p>(c) 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.</p>	<p>3 Complying development</p> <p>(a) Complying Development may be undertaken on the land for the following Complying Development Codes:</p> <ul style="list-style-type: none"> • Rural Housing Code • Housing Alterations Code • General Development Code • Subdivisions Code • Demolition Code • Fire Safety Code <p>(b) Nil</p> <p>(c) Nil</p>
<p>4 Coastal protection</p> <p>Whether or not the land is affected by the operation of section 38 or 39 of the <u>Coastal Protection Act 1979</u>, but only to the extent that the council has been so notified by the Department of Public Works.</p>	<p>4 Coastal protection</p> <p>This section is not applicable to the Gloucester LEP area under the <u>Coastal Protection Act 1979</u>.</p>

<p>4A Certain information relating to beaches and coasts</p> <p>(1) In relation to a coastal council—whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with</p> <p>(2) In relation to a coastal council:</p> <p>(a) whether the council has been notified under section 55X of the <u>Coastal Protection Act 1979</u> that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>(b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p> <p>(3) (Repealed)</p>	<p>4A Certain information relating to beaches and coasts</p> <p>(1) Nil</p> <p>(2) Nil</p> <p>(3) Nil</p>
<p>4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works</p> <p>In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p> <p>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.</p>	<p>4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works</p> <p>Nil</p>
<p>5 Mine subsidence</p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>	<p>5 Mine subsidence</p> <p>The land is not proclaimed to be in a mine subsidence district.</p>
<p>6 Road widening and road realignment</p> <p>Whether or not the land is affected by any road widening or road realignment under:</p> <p>(a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>(b) any environmental planning instrument, or</p> <p>(c) any resolution of the council.</p>	<p>6 Road widening and road realignment</p> <p>(a) No</p> <p>(b) No</p> <p>(c) No</p>
<p>7 Council and other public authority policies on hazard risk restrictions</p> <p>Whether or not the land is affected by a policy:</p> <p>(a) adopted by the council, or</p> <p>(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,</p>	<p>7 Council and other public authority policies on hazard risk restrictions</p> <p>No</p> <p>Council has not been notified of any policy adopted by any other authority relating to hazard risk restrictions on the land.</p>

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).

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.
- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.
- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

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 27 of the Act.

9 Contributions plans

The name of each contributions plan applying to the land.

9A Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995), a statement to that effect.

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).

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).

7A Flood related development controls information

(1) No

(2) No

8 Land reserved for acquisition

No

9 Contributions plans

Gloucester Shire Council Section 94A Contribution Plan.

9A Biodiversity certified land

Nil.

10 Biodiversity stewardship sites

Council has not been notified by the Chief Executive of the Office of Environment and Heritage that a biodiversity stewardship agreement exists.

10A Native vegetation clearing set asides

Council has not been notified of any statement.

11 Bush fire prone land

If any land is bush fire prone land (as defined in the Act), 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, statement to that effect.

12 Property vegetation plans

If the land is land to which a property vegetation plan under the Native Vegetation Act 2003 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).

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).

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.

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 (of which the council is aware), issued under clause 25 of that Policy in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (i) the period for which the certificate is current, and
- (ii) that a copy may be obtained from the head office of the Department of Planning, and

(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.

11 Bush fire prone land

Yes - The land has been designated as wholly or partly bush fire prone in the Gloucester LGA - Bush Fire Prone Land Map (NSW Rural Fire Service, 5/9/03). The map is available for inspection at Council's Administration Office.

12 Property vegetation plans

Not Applicable.

13 Orders under Trees (Disputes Between Neighbours) Act 2006

No

14 Directions under Part 3A

No Direction issued

15 Site compatibility certificates and conditions for seniors housing

(a) Council has not been notified of any certificate.

(b) No consent has been issued.

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

- (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
 - (b) that a copy may be obtained from the head office of the Department.
- (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.

17 Site compatibility certificates 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
 - (b) that a copy may be obtained from the head office of the Department.
- (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.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

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

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*.

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

Council has not been notified of any certificate.

17 Site compatibility certificates for affordable rental housing

- (1) Council has not been notified of any certificate.

- (2) None apply.

18 Paper subdivision information

- (1) Nil.
- (2) Nil.
- (3) Nil.

19 Site verification certificates

- (a) Council has not been notified of any certificate.

<p>(b) the date on which the certificate ceases to be current (if any), and</p> <p>(c) that a copy may be obtained from the head office of the Department.</p>	<p>(b) Nil</p> <p>(c) Nil</p>
<p>20 Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	<p>20 Loose-fill asbestos insulation</p> <p>Nil</p>
<p>21 Affected building notices and building product rectification orders</p> <p>(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.</p> <p>(2) A statement of:</p> <p>(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</p> <p>(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.</p> <p>(3) In this clause:</p> <p>affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.</p> <p>building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.</p>	<p>21 Affected building notices and building product rectification orders</p> <p>(1) Nil</p> <p>(2) Nil.</p>
<p>Note.</p> <p>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:</p> <p>(a) 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,</p> <p>(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,</p> <p>(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,</p> <p>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, 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.</p>	
<p>22 Matters arising under the Contaminated Land Management Act 1997</p> <p>Section 59 (2) of the <i>Contaminated Land Management Act 1997</i> prescribes the following additional matters that are to be specified in a planning certificate:</p> <p>(a) That the land to which this certificate relates is significantly contaminated land – if the land (or part of the land) is declared to be significantly contaminated land at the date when the certificate is issued</p>	<p>22 Matters arising under the Contaminated Land Management Act 1997</p> <p>(a) No - Council has not received any advice from the EPA.</p>

- (b) That the land to which this certificate relates is **subject to a management order** – 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** – 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** – 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** – if a copy of such statement has been provided at any time to the local authority issuing the certificate.

23 Airport and Flight Path Advice

Other information important to the land owner

(b) No

(c) No

(d) No

(e) No

23 Airport and Flight Path Advice

Not Applicable

Other information important to the land owner

- (a) The proclamation of 12 May 2016 ratified the merger of the Local Government Areas of Gloucester Shire, Greater Taree and Great Lakes Council into Midcoast Council. Gloucester Local Environmental Plan 2010 still stands as a separate environmental planning instrument.
- (b) Council advises that it is currently preparing documentation to develop a new LEP that will cover the whole of the MidCoast Council Local Government Area.

Council may take into account all or part of these documents when considering development applications.

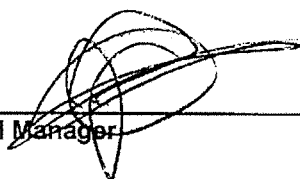
Note

- This certificate contains information that Council is aware of through its records and environmental plans, along with data supplied by the State Government and other external agencies. The details contained in this certificate are limited to that required by section 10.7 (2) of the Environmental Planning and Assessment Act 1979 and Regulations 2000.

The accuracy and currency of details provided by agencies external to Council have not been verified by Mid-Coast Council and should be verified by the applicant.

- The information supplied in this certificate is correct as of the date of this certificate.

For General Manager

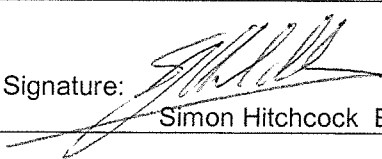


Date: 19 March 2019

OCCUPATION CERTIFICATE



Issued under the Environmental Planning and Assessment Act 1979 Sections 109C(1) and 109(H)

TYPE OF CERTIFICATE	Occupation/use of Dwelling (Completed 25/8/2011)
OWNER	NAME: Mr J W Trudgeon POSTAL ADDRESS: 81 Craven Plateau Road BOWMAN NSW 2422
SUBJECT LAND	DESCRIPTION OF LAND: 81 Craven Plateau Road 2422 Lot: 121 DP: 753158
DA/CDC	DA: 2005/1095 DATE OF DETERMINATION:
BUILDING DETAILS	The building classification must be the same as that specified in the development certificate or the complying development consent BCA CLASS: 1A USE: Dwelling
CONSTRUCTION CERTIFICATE	CERTIFICATE NO: CC 2005/1095 DATE OF ISSUE: 15/8/2005
REQUIRED ATTACHMENTS	<ul style="list-style-type: none">• Copy of the development consent or complying development certificate• Construction Certificate (where relevant)• Final fire safety certificate or interim fire safety certificate (where relevant)• Other certificates relied on
DETERMINATION	The occupation certificate is APPROVED
CERTIFICATE / FINAL INTERIM	The Gloucester Shire Council certifies that it has been appointed as the principle certifying authority under S109E, a development consent/CDC is in force with respect to the building, a construction certificate has been issued with respect to the plans and specifications for the building, the building is suitable for occupation or use in accordance with its classification under the BCA, where required, a final safety certificate has been issued for the building and a report for the Commissioner of Fire Brigades has been considered. In the case of an Interim Occupation Certificate, Council has taken into consideration the health and safety of the occupants of the building.
Signature:  Simon Hitchcock BPB 1593 Date: 26/08/2011	

RURAL LAND REQUISITIONS ON TITLE

Vendor: John William Trudgeon
Purchaser: Ayla Smith and Michael Edward Smith
Property: 81 Craven Plateau Road, Bowman
Dated: 17th April 2019

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

1. **Capacity**

Is the vendor under any legal incapacity?

(Such as:

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

2. **Notices and Orders**

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

(Such as:

- notices or orders from the Local Land Service 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 verbal notices or proposed orders from any local council, Local Land Service 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 writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage 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 outgoings 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 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 Documents**

Is the vendor aware of any unregistered:

- (a) easement such as a right of way over the property?
- (b) lease?
- (c) Conservation Agreement?
- (d) Property Vegetation Plan?

6. **Personal Property Securities Act 2009 (Cth)**

(a) Are there any interests recorded against the vendor on the Personal Property Securities Register?

If yes:

- (i) Are such registrations transitional (having been migrated from the Australian Securities and Investments Commission Register of Charges)?
- (ii) Do such registrations relate to any personal property included in this sale?
- (iii) Undertakings to Release or Verification Statements, in relation to all registrations affecting any personal property included in this sale must be provided at or before completion;
- (iv) Are any registrations of any personal property of the vendor, though not related to this sale, in relation to "all present and after acquired property"? If yes, then satisfactory evidence must be received by the purchaser no later than 14 days prior to completion confirming such registrations do not relate to any personal property of the vendor.

(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.
- (iii) Full names (including any former names) and dates of birth of all directors of the vendor companies.

- (b) Are there any agreements or arrangements which would create a "tenancy" within the meaning of the definition of "tenancy" as contained in Section 4 of the *Agricultural Tenancies Act 1990 (NSW)*? (such as farming, grazing, share farming or agistment agreements).
If yes:
 - (i) The nature of the tenancy;
 - (ii) The date of termination of the tenancy;
 - (iii) Particulars of any written agreement; (please supply a copy)
 - (iv) Particulars of any oral agreement.
- (c) If there is an agreement or arrangement as mentioned in subclause (b) has the tenant carried out any improvements on the property, with or without the vendor's consent, for which the tenant is entitled to compensation from the vendor?
- (d) Has the vendor carried out any improvement on the property for which the tenant is liable to compensate the vendor?
- (e) Are there any unresolved disputes between the owner and a tenant pursuant to an agreement which creates an interest in land?
- (f) Are there any fixtures on the property which the tenant may have right to access or removal?
- (g) Are there any details/documents that record the condition of the property at the commencement of the tenancy? If yes, please provide copies.

8. Buildings

- (a) Are there any structures on the property that have not been approved by the local council or which are used for a purpose that has not been so approved?
- (b) Have the provisions of the *Local Government Act 1993 (NSW)* and the *Environmental Planning and Assessment Act 1979 (NSW)* been complied with?
- (c) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (d) Has the vendor obtained a Building Certificate and/or Final Occupation Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last six years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
- (f) Has there been any complaint or insurance claim made, or any circumstance known to the vendor which may warrant a complaint or insurance claim due to the non-completion, defective work or otherwise from a breach of the statutory warranties under the *Home Building Act 1989 (NSW)* related to residential building work carried out on the property? If so, full details should be provided.

9. Swimming Pools

If there is a swimming pool:

- (a) has the pool been approved by the local council?
- (b) does it comply with all the requirements of the *Swimming Pools Act 1992 (NSW)*?
- (c) has a fence and signage been erected around the swimming pool?
- (d) Has the vendor obtained a Certificate of Compliance pursuant to section 22D of the *Swimming Pools Act 1992 (NSW)*? If so, please provide a copy.
- (e) If not annexed 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.

10. Solar Panels

- (a) Do any of the improvements erected at the property have installed solar panels?
- (b) If so, are the solar panels encumbered in any way? If so, please provide full details.
- (c) If so, will the purchaser be taking over the electricity account for the property?
- (d) Is there any other energy buy back arrangement in place? If so, can it be assigned to the purchaser?
- (e) Please provide a copy of the supply agreement for the solar panels including particulars of the Contract price.
- (f) Does the supply agreement provide for the agreement to be assigned to a new owner of the property?
- (g) Does the rate per kW of power generated in dollar terms remain constant during the term of the supply agreement?
- (h) Does the NSW Solar Bonus Scheme apply? If so, please provide details.

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

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 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)
 - (i) Are there any agreements with any authority or anyone else about the felling or removal of timber from the property?
 - (ii) Please provide copies of any licences or agreements.
 - (iii) Are there any monies outstanding under any licence or agreement?
- (b) Is the vendor aware of any of the following being granted to or held by the vendor or any other person under the *Forestry Act 2012 (NSW)* in respect of the property:
 - (i) forest lease or licence;
 - (ii) forest products licence;
 - (iii) clearing licence;
 - (iv) profit-à-prendre; or
 - (v) any other lease, licence, permit, right or interest?

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 any dam that is not wholly on the property; or
 - (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, has the dam been approved by and registered with NSW Office of Water? Has a licence issued for the dam? If so, please provide a copy of the licence.
- (i) Did the dam require the approval of local council? If so, please provide a copy of such approval.

16. Electricity

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

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 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 of any road adjacent to the property?
- (e) Is there any main road, public road or Crown road through the property at any point?
- (f) Is there any enclosure permit that attaches to the property?
- (g) Has the vendor or a predecessor in title made an application to close or to purchase a road within 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?
- (c) 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?

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) Is the property in a protected area or protected (control) area?

20. Pollution

- (a) Are there any sheep or other stock dips, whether used or disused, on the property?

- (b) Are there any outstanding notices or orders under the *Environmentally Hazardous Chemicals Act 1985 (NSW)*?
- (c) Has the vendor or any tenant, share farmer or previous owner used any chemicals on the property that could give rise to any problems with chemical residues under the *Stock (Chemical Residues) Act 1975 (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, please supply full information about where it is, or was, situated, and if it is still in use or not, and if not, has it been emptied of fuel and filled with water. Also, has there been any above ground fuel tank which may have leaked, causing soil pollution?

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?
- (d) Please provide copies of any correspondence from the local council.

22. Resumptions

Is the vendor aware of any resumption, proposed resumption or proposed purchase of the property by any public authority? (*Such as under the National Parks and Wildlife Act 1974 (NSW).*)

23. Fixtures

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

24. Agreements or Disagreements Affecting the Property

- (a) Has the vendor or any predecessor in title entered into any agreements with anyone else affecting the property? For example, including but not limited to, conservation agreements, grazing rights, share farming, leases, agistment of livestock, timber getting and trail bike riding from any authority which entitles a party (including a corporation) to enter the property or any part of it? If so, please provide details and provide a copy of any relevant documentation.
- (b) Are there any legal proceedings pending or not concluded that involve the property in any way?
- (c) Is the vendor aware of any petroleum titles or has the vendor received any notices pursuant to:
 - (i) section 142 of the *Mining Act 1992 (NSW)*; or
 - (ii) *Petroleum (Onshore) Act 1991 (NSW)*?

25. 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 provide the status of the application or pending application.

26. 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?

27. Mining

Has the vendor any rights or entitlements under the:

- (a) *Mining Act 1992 (NSW)*; or
- (b) *Petroleum (Onshore) Act 1991 (NSW)*?

28. 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)*?

29. Native Vegetation

- (a) Is the land subject to a Property Vegetation Plan?
- (b) Has the vendor carried out, or caused to be carried out, on the property any clearing of native vegetation as defined in the *Native Vegetation Act 2003 (NSW)*?
- (c) If so:
 - (i) was clearing carried out pursuant to a development consent or a Property Vegetation Plan approved under the *Native Vegetation Act 2003 (NSW)*?
 - (ii) was clearing carried out in accordance with the terms and conditions of that consent or plan?
 - (iii) has clearing allowed by the consent or the plan been completed?
- (d) Has the vendor, or any previous owner, ever made any application to clear native vegetation under the *Native Vegetation Act 2003 (NSW)*. If so, what was the result of that application?
- (e) 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)*?
- (f) Has the vendor, or any previous owner, ever been prosecuted for clearing native vegetation illegally?

30. **Threatened Species**
- (a) Is the vendor aware of any endangered or vulnerable species or endangered populations or endangered ecological communities as defined in the *Threatened Species Conservation Act 1995 (NSW)* on the property?
 - (b) In reference to the *Threatened Species Conservation Act 1995 (NSW)* are there, or has there ever been, that the vendor knows of, any of the following relating to the property:
 - (i) critical habitat declared under Section 47 and notified on the Register kept by the Director General of the National Parks and Wildlife Service under Section 55?
 - (ii) any recovery plan published under Section 67?
 - (iii) any draft threat abatement plan published under Section 84?
 - (iv) any licence to harm or pick threatened species population or ecological communities or damage habitat, granted under Section 91?
 - (v) any species impact statement prepared either for the purposes of the *Threatened Species Conservation Act 1995 (NSW)* in accordance with Section 110 or for the purposes of the *Environmental Planning and Assessment Act 1979 (NSW)*?
 - (vi) 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)*?
 - (c) If the answer is yes to any of the questions in 30(b)(i)-(vi), please supply full details.
31. **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.
32. **Aboriginal Sites**
- (a) Has the vendor or any predecessor in title entered into a voluntary or compulsory conservation agreement concerning Aboriginal sites or relics? If so, please provide a copy of that agreement/s.
 - (b) Is the vendor aware of any Aboriginal places or relics on any part of the property?
33. **Environment**
- Has the vendor undertaken any activity that constitutes a 'controlled action' under the *Environment Protection and Biodiversity Conservation Act 1999 (Cth)*?
34. **Documents to be Handed over on Settlement**
- (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 settlement.
 - (b) Please list any documents to be handed over on settlement in addition to the certificate of title, transfer and any discharge of mortgage.



Enquiry ID	3064020
Agent ID	81429403
Issue Date	17 Apr 2019
Correspondence ID	1688608932
Your reference	196226

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D753158/121	81 CRAVEN PLATEAU RD BOWMAN 2422	\$147 000
D753158/115		

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

Yours sincerely,

Stephen R Brady
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

The outstanding tax must be paid to clear a certificate. To do this, follow the steps shown on the certificate or contact Revenue NSW. Please allow 10 working days for your request to be processed.

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 9761 4956
Help in community languages is available.