



MALONEY ANDERSON LEGAL

**AUCTION
CONTRACT FOR THE SALE AND
PURCHASE OF LAND**

VENDOR: **INGRID VAN DER VLIST** as Executor
of the State of Alexander Popovic deceased

PROPERTY: **71B Caravan Park Road,
Buronga NSW 2739**

AGENT: **PRD Real Estate Mildura 3500**
of 119 Langtree Avenue, Mildura Vic 3500
Ref: Dennis Vining phone 03 50 22 7750

MALONEY ANDERSON LEGAL
Barristers & Solicitors
43 Deakin Avenue
MILDURA, 3500

Ph: 03 50216200

Fax: 03 50216299

Ref: JR:COH 231331

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	PRD Real Estate Mildura 119 Langtree Avenue, Mildura Vic 3500	Phone: 03 50 22 7750 Fax: 03 50 21 3050 Email: Dennis Vining
co-agent vendor	INGRID VAN DER VLIST as Executor of the Estate of Alexander Popovic deceased 23 Sandra Court, Deebing Heights QLD 4306	
vendor's solicitor	Maloney Anderson Legal 43 Deakin Avenue, Mildura VIC 3500 PO Box 5107, Mildura VIC 3502	Phone (03) 5021 6200 Fax: (03) 5021 6299 Email: cohalloran@maloneyandersonlegal.com.au Ref: JR:COH 231331
date for completion	30/60 days from the date hereof	(clause 15)
land (address, plan details and title reference)	71B Caravan Park Road, Buronga NSW 2739 Being all of the land contained in Lot 2136 in Deposited Plan 765238 and as more particularly described Folio 2136/765238	

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other: **See list of Improvements attached hereto and marked 'A'**

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

inclusions	<input checked="" type="checkbox"/> air conditioners (x3) <input checked="" type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood
	<input type="checkbox"/> blinds <input type="checkbox"/> curtains	<input type="checkbox"/> insect screens <input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings <input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> other:	
exclusions		
purchaser		
purchaser's solicitor		Phone: Email: Ref:
price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify: _____

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

buyer's agent:

Note: Clause 20.15 provides "Where this contract provides for a choice, a choice in BLOCK CAPITALS applies unless a different choice is marked"

SIGNING PAGE

VENDOR

Signed by: INGRID VAN DER VLIST

Vendor

Vendor

Vendor

PURCHASER

Signed by:

Purchaser

Purchaser

Purchaser

VENDOR (COMPANY)

Signed by:

in accordance with s127(1) of the *Corporations Act 2001* by the authorised person(s) whose signature(s) appear(s) below:

Signature of authorised person

Signature of authorised person

Name of authorised person

Name of authorised person

Office held

Office held

PURCHASER (COMPANY)

Signed by:

in accordance with s127(1) of the *Corporations Act 2001* by the authorised person(s) whose signature(s) appear(s) below:

Signature of authorised person

Signature of authorised person

Name of authorised person

Name of authorised person

Office held

Office held

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgement Network (ELN) (clause 4): PEXA

Manual transaction (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exception, in the space below:

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

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

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

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

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

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) –details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable)

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 section information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 14 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement – off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons for non-compliance	

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number
Name:
Address:
Email address:
Telephone number:
Or
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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

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

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

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

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>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>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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> ;
<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 <i>period</i> ; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 Normally, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *-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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is *only* approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4),
 - 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;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an authorised *Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

71B CARAVAN PARK RD BURONGA NSW 2789

SPECIAL CONDITIONS

1. The property is sold as it stands in every respect, subject to any defects whether latent or patent and the Vendor shall not be bound by any advertisement or representation made or given by any agent at any time and the terms of this contract shall represent the sole terms of the agreement between the parties.
2. If the Purchaser defaults in payment of the purchase money or any part of it or of any interest thereon or any other moneys payable to the Vendor under this contract he shall pay interest at the rate of twelve (12%) per centum per annum on the amount in default from the date of such default until the default ceases without prejudice however to the Vendor's other rights under this contract. For the purpose of this clause only time shall be and be deemed to be, of the essence of this contract.
3. The property is believed to have been correctly described in this contract and notwithstanding the measurements or area stated in the description of property hereinbefore mentioned no compensation shall be paid or allowed in respect of any deficiency or excess in the measurements or area of the property should an error or misdescription of the property be made and Clause 7 of this contract shall not apply in such case.
4. In addition to any other rights which may exist at law or in equity any Notice to Complete validly given by one party hereto to the other shall be sufficient as to time if a period of fourteen (14) days from the receipt of the Notice is allowed for completion. A party shall be at liberty at any time to withdraw the said Notice without prejudice to his continuing right to give any further such Notice.
5. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included herein should the Purchaser (or either or any of them if more than one) prior to completion:
 - i) die or become so mentally ill that his or her affairs are liable to be administered by the Master in the Protective Jurisdiction: then the Vendor may rescind this contract by notice in writing forwarded to the Solicitor named as the Purchaser's Solicitor in this contract and thereupon the contract shall be at an end and the provision of Clause 19 hereof shall apply, or
 - ii) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for the winding up of the Purchaser presented or enter into any scheme or arrangement with its creditors under the Corporations Law or should any liquidator, receiver or official manager be appointed in respect of the affairs of such Purchaser then the Purchaser shall be deemed to be in default hereunder.
6. The Purchaser shall not make any objection, requisition or claim for compensation by reason of the fact:
 - a) That the fences, walls, eaves and gutters (if any) erected on or surrounding the subject property are found to stand over the boundaries of the subject property and to encroach on any adjacent property or that the fences, walls eaves or gutters (if any) erected on any adjacent property are found to stand over the boundaries of and encroach upon the property hereby sold.
 - b) That the building or any part thereof does not comply with the Local Government or other ordinances or regulations regarding distance from any boundary and any certificate which the Purchaser requires from the local Council shall be obtained by the Purchaser at his own expense.

7. The Purchaser shall satisfy himself at his own expense as to the identity of the land purchased with that comprised in the particulars of title or abstract of title as the case may be.
8. The Purchasers shall not require prior to completion to register a discharge of any mortgage or a withdrawal of any caveat affecting the subject land, but will accept on completion the duly executed discharge of any such mortgage or withdrawal of any such caveat in respect of the subject land together with the appropriate registration fees thereon.
9. Release of security interest

9.1 This special condition applies if on or after the day of sale any part of the improvements, fixtures or goods (individually and collectively referred to as "the property") is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.

9.2 Subject to special conditions 9.3 and 9.4, the vendor must ensure that at or before settlement the purchaser receives-

9.2.1 A release from the secured party releasing the security interest in respect of the property; or

9.2.2 A statement in writing in accordance with Section 275(1)(b) of the Act setting out that the amount or obligation that is secured is nil at the due date for settlement; or

9.2.3 A written approval or correction in accordance with section 275(1)(c) of the Act indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted

If the security interest is registered in the Personal Property Securities Register ("PPSR")

9.3 The Vendor is not obliged to ensure that the purchaser receives, a release statement, approval or correction in respect of any personal property that is sold in the ordinary course of the Vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the PPSR, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.

9.4 The Vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that –

(a) Is not described by serial number in the PPSR; and

(b) Is predominantly used for personal, domestic or household purposes; and

(c) Has a market value of not more than \$5000 or, if greater amount has been prescribed for the purposed of section 47(1) of the Act, not more than the prescribed amount.

- 9.5 A release for the purpose of special condition 9.2.1 must be in writing and in a form published by the Law Society of New South Wales, Law Council of Australia or the Australian Bankers Association.
- 9.6 If the purchaser receives a release under special condition 9.2.1 the purchaser must provide the vendor with a copy of the release at, or as soon as practicable after settlement.
- 9.7 In addition to ensuring a release is received under special condition 9.2.1, the Vendor must ensure that at or before settlement the Purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the PPSR.
- 9.8 The Purchaser must advise the vendor of any security interest that the Purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 9.9 If the purchaser does not provide an advice under special condition 9.8, the Vendor may delay settlement until 21 days after the purchaser advises the Vendor of the security interests that the purchaser reasonably requires to be released.
- 9.10 If settlement is delayed under special condition 9.9, the purchaser must pay the vendor –
- (a) Interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) Any reasonable costs incurred by the vendor as a result of the delay –
- As though the purchaser was in default
- 9.11 Words and phrases used in special condition 9 which are defined in the Act have the same meaning in special condition 9.
10. In the event that the Purchaser hereunder is a Corporation the persons who have executed this Contract for and on behalf of the Purchaser shall also execute the guarantee hereto.
11. A final inspection has not been carried out on the Shed the subject of Construction Certificate No. PC117/02 as set out in item (d) on page 7 of the 10.7 (5) Certificate issued pursuant to the Environmental Planning & Assessment Act 1979. The Vendor is not obliged to comply with the requirements of Wentworth Shire Council in relation to this non-compliance and the Purchaser/s will at their own cost and expense obtain a final inspection after settlement.

12. In conjunction with the land herein sold are Commercial Mooring Licences CL6045 and CL5826 ("Licences") copies of which are attached hereto, which have issued for the purpose of a marine type business.
 - 12.1 The Vendor does not warrant that the transfer of such Licences to the Purchaser will be successful;
 - 12.2 Should the transfer of such Licences to the Purchaser and/or nominee be approved by the relevant authorities then the Vendor will sign the required transfer documents which the Purchaser shall provide to the Vendor's Solicitor;
 - 12.3 Should the Licences not be transferrable this shall not be a reason to avoid completion of this Contract.

ANNEXURE 'A'

Improvements - 71 B Caravan Park Road, Buronga NSW 2739

Main Dwelling

American Quacker style two story accommodation. Concrete slab style floor, steel frame, Colourbond clad external walls and roof, lined internally. Underground power from metre box to all dwellings and external power outlets. Roof mounted television antenna.

Downstairs:

- Open space excluding the separate laundry / toilet
- Double roller doors, with one electric
- Single side access door x 1
- Enclosed laundry with toilet, double stainless-steel sink, wall mounted vanity cupboard, (1 x double power point)
- Wall mounted Rank Arena air conditioner
- Double power points x 7
- Single power point x 1 (electric roller door)
- Heavy duty power point x 1
- Television antenna points x 2
- Single access door on western side
- Edwards electric 125 litre stainless steel hot water service (manufactured 6/94). Outside

Upstairs:

- Open space excluding bathroom / toilet
- Kitchenette with "Linea" electric benchtop hotplates, single sink.
- Bathroom with shower over bath, vanity unit, toilet, tastic, double power point x 1.
- Stairwell with 13 timber steps (lowest four steps slightly buckled)
- Sliding glass door to external balcony, railing removed and on ground leaning up against dwelling.
- Wall mounted Rank Arena air conditioner
- Double power points in open space/kitchen x 8
- Television antenna points x 2

Outdoor entertainment / alfresco area

- Concrete slab with outside brick paving
- Double power points x 5
- Standalone double sink
- Large timber fuelled dome shape Pizza oven with stainless steel smoke diverter
- Large, raised brick timber fuelled fire pit with stainless steel smoke diverter
- Large, raise brick timber fuelled BBQ with grill.
- Fluorescent lights x 4
- Shade sail

Double Garage

- Concrete slab floor, steel frame, Colourbond clad external walls and roof, lined internally.
- Divided internally for two separate rooms with solid wall.

- Western side room (smaller), double power points x 4, single side access door x 2, heavy duty power point x 1, roller door access x 1, retractable portable cloths line mounted to external wall.
- Eastern side room (larger), single side access door x 1, roller door access x 1, Wall mounted Rank Arena air conditioner.
- Fluorescent lights x 3

Single Ablution Block

- Steel frame, concrete slab floor, Colourbond clad external walls, internally lined.
- Laundry, shower base, toilet, single wash sink, double power point x 1.
- Dax electric 250 litre hot water service (external), (manufactured 24/6/2008).

Slipway Shed

- Steel frame, earthen floor with concrete base for electric motor and winch, single side access door, mounted electric motor and winch, double power point x 1, fluorescent light x 1.

External Electricity Outlets

- Eastern boundary (near slipway), one pole with four outdoor heavy duty power points.
- Western boundary, one pole with four outdoor heavy duty power points.

Water Meters

Two water meters at the rear of the main dwelling, identified as R03 004985 and R03 004986

CONDITIONS OF SALE BY AUCTION

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

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.



LAND
REGISTRY
SERVICES



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2136/765238

<u>SEARCH DATE</u>	<u>TIME</u>	<u>EDITION NO</u>	<u>DATE</u>
18/9/2023	4:15 PM	2	18/9/2023

LAND

LOT 2136 IN DEPOSITED PLAN 765238
LOCAL GOVERNMENT AREA WENTWORTH
PARISH OF MOURQUONG COUNTY OF WENTWORTH
TITLE DIAGRAM WESTERN LANDS PLAN 5238 FILED AS DP765238

FIRST SCHEDULE

INGRID VAN DER VLIST (AE AT448418)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.13.2 CROWN LAND MANAGEMENT ACT 2016)
- 2 DP1032974 RIGHT OF CARRIAGEWAY 6 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 AC740927 RIGHT OF CARRIAGEWAY 12 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART DESIGNATED (A) IN DP1032974
- 4 AC740928 RIGHT OF CARRIAGEWAY 8 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART DESIGNATED (B) IN DP1032974

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

af02300018

PRINTED ON 18/9/2023

Form: 01TG
Licence: 98M111
Edition: 0308

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900



AC740927J

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

(A) TORRENS TITLE	Servient Tenement (land burdened)	Dominant Tenement (land benefited)
	4/1032974	2136/765238 WESTERN LANDS LEASE NO. 14552

(B) LODGED BY	Delivery Box	Name, Address or DX and Telephone	CODE
	5515	123401 S Reference (optional): WLL 7071	TG

(C) TRANSFEROR

Registered proprietor of the servient tenement
THE STATE OF NEW SOUTH WALES

(D) The transferor acknowledges receipt of the consideration of \$ NIL and transfers and grants—

(E) DESCRIPTION OF EASEMENT

RIGHT OF CARRIAGEWAY 12 WIDE OVER THE SITE OF THE EASEMENT SHOWN IN DP 1032974 AS RIGHT OF CARRIAGEWAY 12 WIDE AND MARKED "A" ON THAT PLAN

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable): 1. 2. 3.

(G) TRANSFEREE

Registered proprietor of the dominant tenement
ALEXANDER POPOVIC & MARGARET JOY CAMERON

DATE 30 / 6 / 2005
dd mm yyyy

(H) I certify that the transferor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this transfer in my presence.

Signature of witness: *[Signature]*
 Name of witness: Amanda Beetsa
 Address of witness: C- DUNE - 45 WINGEWARD ST DUBBO NSW 2830

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of transferor: *[Signature]*
 By delegation pursuant to section 120 of the Crown Lands Act 1989 and with authority under section 131 of the Real Property Act 1900 from the Minister administering the Crown Lands Act 1989 on behalf of the State of New South Wales

I certify that the transferee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this transfer in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of witness:
 Name of witness: Peter Maloney
 Address of witness: Ryan Maloney Anderson
 70 Deakin Avenue, Mildura
 current practitioner within the meaning of the Legal Practice Act 1996.

Signature of transferee: *[Signature]*
 Peter Maloney
 Solicitor for the Transferee



Form: 01TG
 Licence: 98M111
 Edition: 0308

TRANSFER GRANTING EASEMENT

AC740928G

New South Wales
 Real Property Act 1900

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

(A) **TORRENS TITLE**

Servient Tenement (land burdened) 4 / 1032974	Dominant Tenement (land benefited) 2136 / 765238 WESTERN LANDS LEASE NO. 14552
--	--

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
551J	123401 S	TG
	Reference (optional): WLL 7071	

(C) **TRANSFEROR**

Registered proprietor of the servient tenement
 THE STATE OF NEW SOUTH WALES

(D) The transferor acknowledges receipt of the consideration of \$ NIL and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

RIGHT OF CARRIAGEWAY 8 WIDE OVER THE SITE OF THE EASEMENT SHOWN IN DP 1032974 AS RIGHT OF CARRIAGEWAY 8 WIDE AND MARKED "B" ON THAT PLAN

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable): 1. 2. 3.

(G) **TRANSFEEEE**

Registered proprietor of the dominant tenement
 ALEXANDER PAPONIC & MARGARET JOY CAMERON

DATE 30 / 6 / 2005
 dd mm yyyy

(H) I certify that the transferor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this transfer in my presence.

Signature of witness: *[Signature]*
 Name of witness: AMANDA BEEJON
 Address of witness: 7 DIPPON ST WINGECARRON NT
 DUBBO NSW 2830

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of transferor: *[Signature]*
 By delegation pursuant to section 133 of the Crown Lands Act 1989 and with authority under section 13L of the Real Property Act 1900 from the Minister administering the Crown Lands Act 1989 on behalf of the State of New South Wales

I certify that the transferee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this transfer in my presence.

Signature of witness: *[Signature]*
 Name of witness: Peter Maloney
 Address of witness: Ryan Maloney Anderson
 70 Deakin Avenue, Mildura
 current practitioner within the meaning of the Legal Practice Act 1996.

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

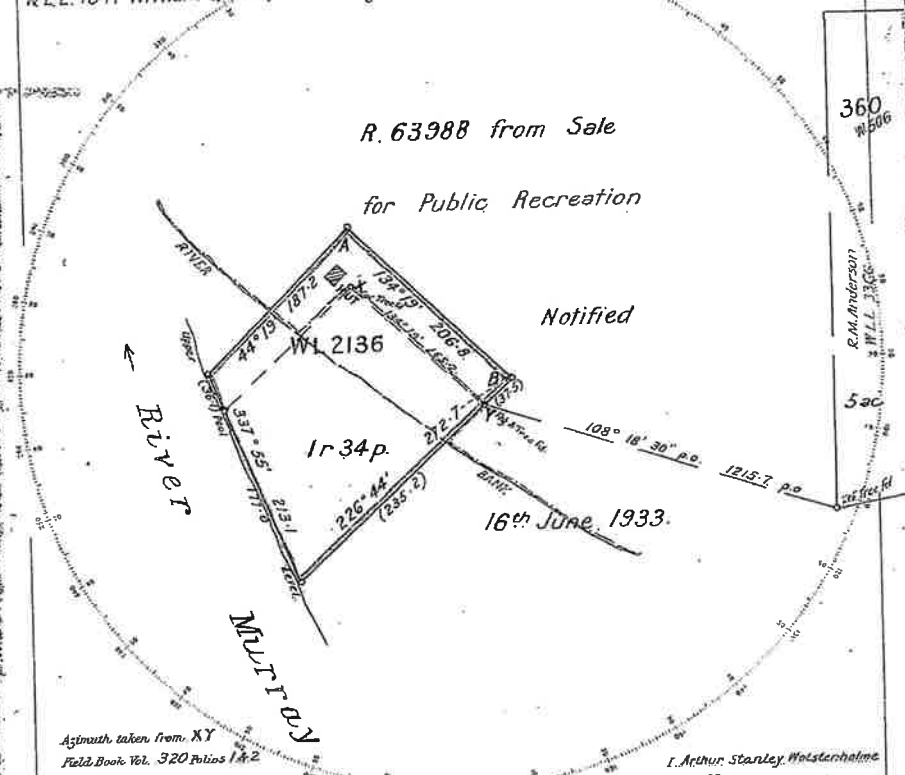
Signature of transferee: *[Signature]*
 Peter Maloney
 Solicitor for the transferee

Cancels plan W.L.C. 4194z

Papers W.L.D. 42-777

PLAN OF PORTION W.L. 2136 Parish of Mourquong County of Wentworth Western Division

Applied for under Section _____ of the Western Lands Act of 1901 by _____
Western Lands Lease N^o _____ vide Gazette _____
Within R 1711 from Occ^r under any M.R. or B.L., Notified 27. 6. 24.
do. R 1712 from the leasing provisions of the Mining Act, No^o 27. 6. 24
Partly within R 63988 from Sale for Public Recreation, No^o 16. 6. 33 Revoked 25. 5. 42.
Por. W.L. 2136, W.L.L. N^o 42659 Arthur Edmondson Condon, Expired
Within Wentworth Municipality, vide Gaz. 15th December, 1950.
W.L.L. 7071 William Smith & Cecil George Evans vide Gaz. 20th July, 1951.



Azimuth taken from XY
Field Book Vol. 320 Folios 1 & 2

Reference to Corners

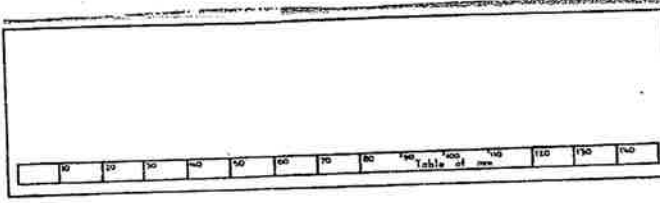
Cornr	Bearing	From	Links	Area (sq. ch)
A	56° 17'	Gum	143.3	W.L. 2136
B	50° 49'	Gum	38.4	W.L. 2136

I, Arthur Stanley Wolstenholme
of Melbourne, Victoria
a Surveyor registered under the Surveyors Act, 1929 do hereby solemnly
and sincerely declare that the survey, or the part thereof shown by lines
represented in this plan,
2033 and the several requirements of the Survey Practice Regulations
was completed on the 16th February, 1942. Reference marks
have been placed as shown on plan.
I make this solemn declaration conscientiously believing
the same to be true and by virtue of the provisions of the Oaths Act, 1900.

A. S. Wolstenholme
Surveyor registered under the Surveyors Act 1929.
Subscribed and declared before me at Burong 2
this 17th day of March 1942.

Justice of the Peace
Presented to the Western Lands Commission with reference to W.L. 2136 No 7.
Checked and Charted
Examined and
Plan approved


Scale 1 Chain to an Inch
Cat. N^o W.L.O. 5238



This photograph was made as a record of a map
in the custody of the Western Lands Commission
this day, 10th February, 1986

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

DP1032974

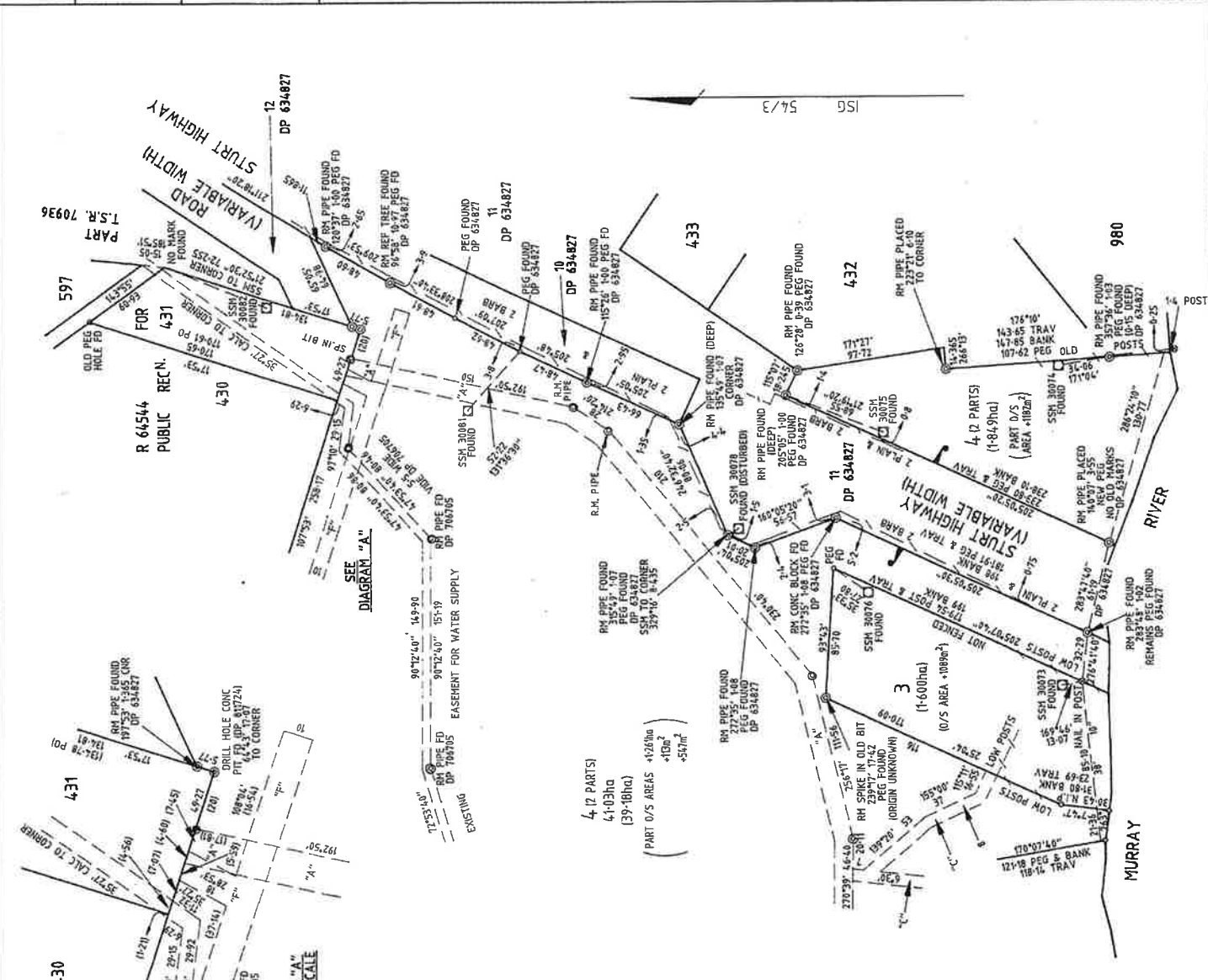
Registered  21.11.2001
 This is sheet 2 of my plan in 3 sheets.
 dated 3-9-1998

Surveyor registered under Subregents Act 1928.
 This is sheet 2 of the plan of 3 sheets covered by my Certificate No. 0413
 MAY 25 of 1999

General Manager/Authorized Person
 For use where space is insufficient in any panel on Plan Form 2.

THOMPSON & SINGLETON PTY. LTD. RGN 005 143 317
 81 DEAKIN AVENUE, MILDURA, 3500.
 PH. (03) 5023 1835 FAX (03) 5021 3987

Reduction Ratio 1: 2000
 SURVEYORS REFERENCE: 5322



- "A" RIGHT OF CARRIAGEWAY 12 WIDE
- "B" RIGHT OF CARRIAGEWAY 8 WIDE
- "C" RIGHT OF CARRIAGEWAY 8 WIDE
- "D" RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE
- "E" RIGHT OF CARRIAGEWAY 6 WIDE
- "F" EASEMENT FOR ELECTRICITY PURPOSES 10, 5 & 2 WIDE

SURVEY PRACTICE REGULATION 1996
 CLAUSE 32 (2)

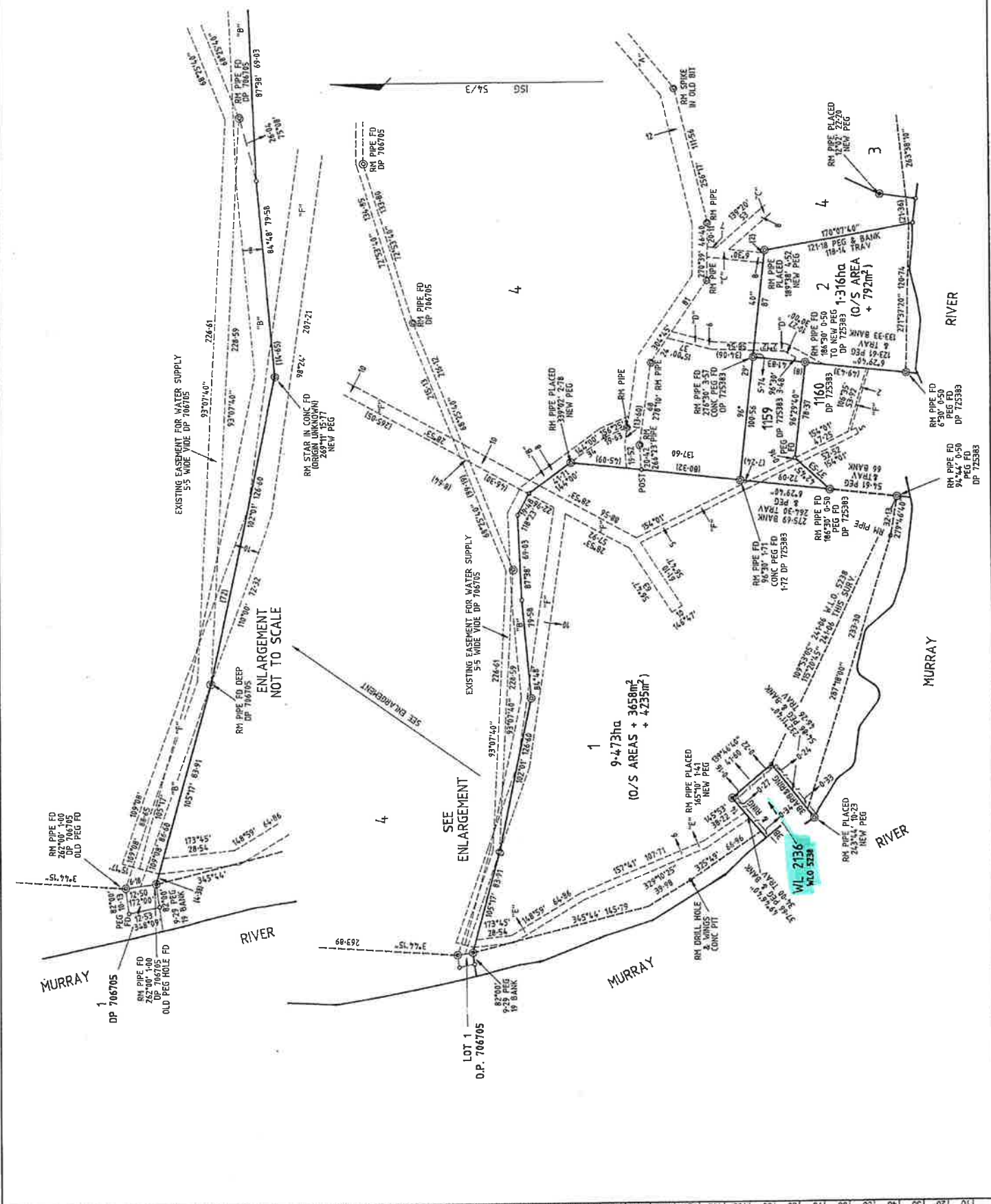
MARK	ISG COORDINATES		ZONE	ACC
	EASTING	NORTHING		
SSM 30073	223670.025	1215876.856	54/3	3
SSM 30074	223881.599	1215878.088	54/3	3
SSM 30075	223838.063	1215993.310	54/3	3
SSM 30076	223732.421	1216003.732	54/3	3
COMBINED SEA LEVEL SCALE FACTOR = 1.00000				
SOURCE : ISG CO-ORDINATES ADOPTED FROM LIC ON 5-3-1998				

COMPARISONS: "K"-L" 89°12'50" 326.64 THIS SURVEY
 90°20'15" 326.62 DP 811724

"L"-M" 182°46'10" 208.43 THIS SURVEY
 184°54'05" 208.49 DP 811724

"M" TO SSM 30081 117°44'30" 386.60 THIS SURVEY
 118°51'55" 386.67 DP 811724

Plan Drawing only to appear in this space



DP1032974

Registered JH 2-11-2001
 This is sheet 3 of my plan in 3 sheets,
 dated 3-9-1995

Ally
 Surveyor registered under Surveyors Act 1929.

This is sheet 3 of the plan of 3 sheets covered by my Certificate No. 04401 MAY 25 of 1949

General Manager/Authorised Person
 For use where space is insufficient in any panel on Plan Form 2.

THOMSON & SINGLETON PTY. LTD. ACN 006 143 317
 61 DEANIN AVENUE, WILDRURA, 3500,
 PH. (05) 5023 1833 FAX (05) 5021 3987

Reduction Ratio 1: 2000

SURVEYORS REFERENCE: 5322

SIGNATURE AND SEALS ONLY.

DP1032974

Registered: 21 2-11-2001
CA: SEE CERTIFICATE
Title System: CROWN LAND
Purpose: SUBDIVISION
Ref. Map: TN OF BURONGA #
Last Plan:

PLAN OF SUBDIVISION
PARTS OF RESERVE R 63988
& CREATION OF PROPOSED EASEMENTS

Lengths are in metres. Reduction Ratio: 1:3000
L.G.A. WENTWORTH
BurongA/Locality: BURONGA
Parish: MOURMONG
County: WENTWORTH

This is sheet 1 of my plan in 3 sheets.
Survey Certificate
Surveyors (Practice) Regulation 1996
I, ANDREW CLIFFORD CRAIG
of 61 DEAKIN AVENUE, MILDURA, 3500,
hereby certify that the survey represented in this plan is a true and correct survey in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 17/07/2001.

Plans used in preparation of survey/completion
W 429-820 DP 264535
W 520-820 DP 634827
W 610-820 DP 706385
W 648-820 DP 817724
W 3047-820 DP 817724

PLAN FOR USE ONLY for elements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions or to use.
PURSUANT TO SEC 88 OF THE COMWEYANING ACT 1919-1964 IT IS INTENDED TO CREATE:

- 1. RIGHT OF CARRIAGEWAY 12 WIDE
2. RIGHT OF CARRIAGEWAY 8 WIDE
3. RIGHT OF CARRIAGEWAY 6 WIDE
4. VARIABLE & VARIABLE
5. RIGHT OF CARRIAGEWAY 6 WIDE
6. EASEMENT FOR ELECTRICITY PURPOSES 10, 5 & 2 WIDE

AMENDED BY SURVEYOR 15-10-2001

Plan Drawing only to appear in this space

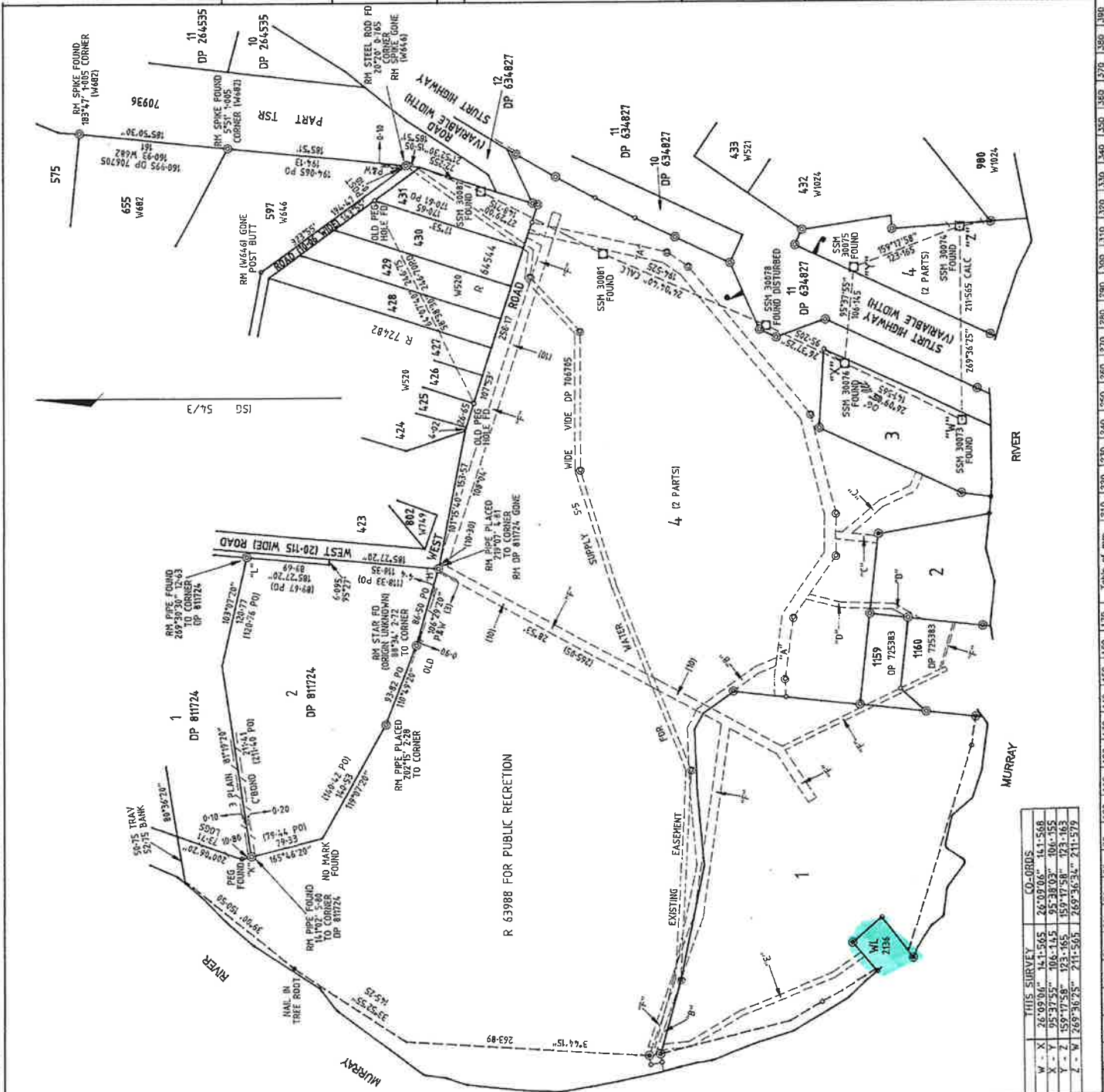


Table with columns: THIS SURVEY, CO-ORDS. Rows contain survey data points with X, Y, Z coordinates.

Signature and seals section. Includes 'Crown Lands Office Approval' stamp, 'Council Clerk's Certificate' section with 'I hereby certify that...' statement, and a signature. Reference number 5322 is visible.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SURVEYORS REFERENCE: 5322 'CHECKLIST' REPORT MPR 2005

Date: 27/11/2022

Renewal No.

1-8482285273

Location

BURONGA

Commercial licence No.

CL6045

Category 1

Marinas/Sublet

Commercial Mooring Licence

(A licence issued under the Ports and Maritime Administration Regulation 2021)



510765-001 000025(121)

Aussie Barby Boat
 PO Box 1419
 MILDURA VIC 3502

Important:

- ▶ if you choose the quarterly payment option for your initial payment all remaining payments must be by quarterly instalments
- ▶ if payment is not received by the pay by date your licence may be cancelled

Expiry date	Fee payable	Pay by date	Receipt No.
05/01/2024	\$866.00	05/01/2023	Date paid
			Amount paid

Number of sites: **2**

For instalments, the first instalment can only be made at a Service Centre, by BPay or by mail

05/01/2023	\$216.50
05/04/2023	\$216.50
05/07/2023	\$216.50
05/10/2023	\$216.50

Commercial Mooring Licence Conditions: Please be aware of and comply with all conditions overleaf and enclosed.

Office Use – Detach and retain when processing payment.

Signature of Licensee

TfNSW ABN 18 804 239 602

Payment methods for **CL6045**

 **Internet:** licence.nsw.gov.au and follow payment instructions

 **BPAY:** Biller Code: 126409
Customer Reference Number
184822852739

Contact your Financial Institution by internet or telephone to make this payment directly from your nominated account. When prompted enter the Biller Code and your Customer Reference Number.

 **Telephone:** Call **13 12 36** anytime to pay by Visa or MasterCard.

 **Mail:** Forward this certificate to the address on the top of this notice. Payment may be made by cheque or money order. All cheques and money orders must be made payable to Transport for NSW.

 **In person:** Present this certificate at any service centre.

Date paid

MARVWVSCER014 (07/22)

Change of licensee details

Change of details must be recorded in this space and Transport for NSW notified immediately.
Failure to notify may incur a penalty and cancellation of licence.

Residential Address: P/code
(PO Box not acceptable)

Postal Address: P/code
(If same as residential please write "as above")

Ph. No. Priv: Bus: Mobile:

E-mail:

If paying by mail or in person at a service centre, clearly indicate changes required on renewal notice.

If paying by any other method and any details need amending contact us on **13 12 36**.

Personal information collection notice

Your privacy is important to us and our Privacy Statement explains why we collect your Personal Information and how we will manage it. You can obtain a copy of our Privacy Statement at transport.nsw.gov.au/privacy-statement or by calling us to request a copy on **13 12 36**.

Category Conditions

The licensee is permitted to secure any lawful vessel to the licensed mooring.
The licensee must keep a register that records the details of any vessel attached to a mooring.
The licensee must produce a copy of the register to TfNSW or an Authorised Officer on request.

Cheque details

Drawer's account number	Bank	Branch	Amount

Failure to comply may result in the cancellation of your mooring licence and/or any liability insurance may be rendered null and void.

The Mooring

The licensee must ensure that:

- The mooring apparatus and/or equipment must be suitable to secure the vessel safely in all conditions.
- The mooring apparatus must be kept in good condition and be serviced every 12 months or more frequently if subject to specific mooring conditions. It is strongly recommended that it be serviced by a professional mooring contractor. Proof of mooring service must be produced on request. Transport for NSW will randomly require documentary proof of mooring service.
- Swing/fore & aft (non-pole/post) moorings must display the Commercial Mooring Licence (CL####) number in black characters at least 50mm in height. The buoy/s must be red/orange in colour and clearly visible at all times.
- Pole/post moorings must display the Commercial Mooring Licence (CL####) number on the pole/post, in black characters on a white background at least 100mm in height.
- Commercial mooring licences with multiple sites must also identify each site with sequential numbers e.g. CL####.01, CL####.02.
- The mooring may only be used in accordance with the licence categories in which it has been issued.

The vessel on a commercial mooring

The licensee must ensure that:

- Only one vessel is to be attached to each mooring (unless written approval is given by TfNSW).
- Only the licensed vessel may be attached to or placed between the posts, unless otherwise authorised in writing by TfNSW.
- The following types of floating objects are not permitted to be attached to a mooring unless prior written approval has been granted by TfNSW:
 - Pontoons
 - Air docks
 - Floating docks
 - Other objects or apparatus that do not meet the definition of "vessel" in the marine legislation.
- The vessel must be registered under the Marine Safety Act 1998 (NSW) or covered by a Certificate of Operation issued under the Marine Safety (Domestic Commercial Vessel) National Law Act 2012 unless exempt.
- The vessel must clearly display appropriately-sized registration numbers or a Unique Vessel Identifier at all times.
- The vessel must not exceed the size specified by TfNSW.
- The vessel must not be subject to construction or repair work to the vessel that may cause pollution, annoyance or contravention of any State or Local Environment Plan implemented under NSW planning legislation. Any proposed construction or repair work must be submitted to TfNSW for assessment and approval prior to works commencing.
- The vessel must be visually suitable and aesthetically consistent with the environment and surroundings of the mooring area.
- The vessel must not be attached to the shore by any means without the written approval of TfNSW.



- The vessel must only occupy the mooring in accordance with the approved purpose of the mooring licence.
- The vessel must not have any power, water, sewerage or facilities connected to it from the land.
- The vessel must be maintained in a safe and seaworthy condition.
- The vessel must not be allowed to accumulate excessive marine growth on the hull.
- It is strictly prohibited to live on-board or use a vessel as a residence of any kind while attached to a licensed mooring.
- The licensee must not offer, attempt to invite an offer for, or authorise the use of a vessel on a licensed mooring for the purposes of short-term rental accommodation in return for money or some other benefit unless prior written approval has been granted by TfNSW.
- A mooring site subject to a commercial mooring licence must be used in accordance with any specific purpose and must use any specific type of mooring apparatus specified in the mooring licence.
- Other types of mooring apparatus (e.g. multi-vessel apparatus) may only be installed with written approval from TfNSW.
- The mooring licensee is responsible for the mooring apparatus and the vessel at all times. It is strongly recommended that the mooring licensee hold adequate insurance to cover any contingency. TfNSW bears no responsibility for any liability arising through use of the mooring.
- The mooring licensee must notify TfNSW of any proposed change to the licence details at least 7 days before the change. Failure to do so is an offence (Clause 33 Ports and Maritime Administration Regulation 2021).

Important Information

- Commercial mooring licenses may only be issued to:
 - A legal entity or person approved by TfNSW trading as a business to provide marine services to the boating public. (e.g. boat repair, marina, commercial fishing, charter vessel, boat brokerage, mooring contractor); and
 - Any other type of business which cannot be accessed by means other than the water (i.e. no direct land access).
- Commercial moorings may only be sub-let if associated with a marina/boatshed/club -i.e. premises consisting of one or more moorings, pontoons, jetties, piers or other structures (whether water-based or land-based), and designed to provide:
 - Accommodation for, or means of securing vessels;
 - A slipway, or some other means of taking vessel out of the water; and
 - One or more of the following (or similar) services for vessels:
 - › shipwright service;
 - › sewage pump-out facilities;
 - › dinghy/tender storage;
 - › fuel;
 - › engineering service;
 - › mechanical repair service;
 - › tender service; and
 - › provisioning services.
- By use of a licensed mooring, the mooring licensee accepts that the mooring site is suitable for the licensed vessel, with specific regard to sea room and water depth. TfNSW bears no responsibility or liability regarding the mooring site and it is strongly recommended that a professional mooring contractor be consulted in this regard.
- Mooring fees are payable until TfNSW is notified in writing of any cancellation of the mooring licence, or the vessel/ mooring apparatus is removed, whichever is later.
- Mooring fees are to be paid on or before “the pay by date”.
- No more than the maximum number of mooring sites specified by the Commercial Mooring Licence may be in the water.
- The mooring licence may be transferable on sale of the business, subject to TfNSW, and any other statutory approval that may be necessary.
- TfNSW may impose additional conditions to be met by a Commercial Mooring Licensee.
- TfNSW may cancel your mooring licence on any of the following grounds:
 - Offensive noise
 - Pollution
 - Offences against the marine legislation
 - Non-payment of fees
 - Non-compliance with statutory notices
 - The public interest
 - Breach of mooring licence conditions (including use of a moored vessel as a residence)
 - Any other reason prescribed by regulation (Clause 31 Ports and Maritime Administration Regulation 2021).

Removal of Mooring Apparatus

- The former mooring licensee* must ensure that any mooring apparatus and/or equipment has been removed from the water within 7 days of Commercial Mooring Licence cancellation, unless otherwise agreed with TfNSW.
- Failure to remove the mooring apparatus and/or equipment may result in TfNSW arranging removal. Any costs associated with the removal of the mooring apparatus and/or equipment will be recoverable against the former mooring licensee.

* 'Former mooring licensee' means the licensee as at the date of the cancellation of the Commercial Mooring Licence.

Remember, failure to comply with any licensed condition may lead to cancellation of a commercial mooring licence.

For further information please contact TfNSW on **13 12 36** (8.30am to 5.00pm Mon to Fri and 8.30am to 4.30pm weekends) or visit our website roads-waterways.transport.nsw.gov.au



Date: 26/11/2022

Renewal No.

1-8427325474

Commercial Mooring Licence

(A licence issued under the Ports and Maritime Administration Regulation 2021)



510766-001 000007(31)
Buronga Boatman
PO Box 1419
MILDURA VIC 3502

Location

BURONGA

Commercial licence No.

CL5826

Category 1

Marinas/Sublet

Important:

- ▶ if you choose the quarterly payment option for your initial payment all remaining payments must be by quarterly instalments
- ▶ if payment is not received by the pay by date your licence may be cancelled

Expiry date	Fee payable	Pay by date	Receipt No.
14/11/2023	\$1299.00	14/11/2022	
			Date paid
			Amount paid

Number of sites:

3

For instalments, the first instalment can only be made at a Service Centre, by BPay or by mail

14/11/2022	\$324.75
14/02/2023	\$324.75
14/05/2023	\$324.75
14/08/2023	\$324.75

Commercial Mooring Licence Conditions: Please be aware of and comply with all conditions overleaf and enclosed.

Office Use – Detach and retain when processing payment.

Signature of Licensee

TfNSW ABN 18 804 239 602

Payment methods for CL5826



Internet: licence.nsw.gov.au
and follow payment instructions.



Telephone: Call 13 12 36 anytime
to pay by Visa or MasterCard.



BPAY: Biller Code: 126409



Mail: Forward this certificate to the address
on the top of this notice. Payment may be
made by cheque or money order. All cheques
and money orders must be made payable to
Transport for NSW.

Customer Reference Number

184273254740



In person: Present this certificate at any
service centre.

Contact your Financial Institution by Internet
or telephone to make this payment directly
from your nominated account. When prompted
enter the Biller Code and your Customer
Reference Number.

Date paid



Change of licensee details

Change of details must be recorded in this space and Transport for NSW notified immediately.
Failure to notify may incur a penalty and cancellation of licence.

Residential Address: P/code
(PO Box not acceptable)

Postal Address: P/code
(If same as residential please write "as above")

Ph. No. Priv: Bus: Mobile:

E-mail:

If paying by mail or in person at a service centre, clearly indicate changes required on renewal notice.

If paying by any other method and any details need amending contact us on **13 12 36**.

Personal information collection notice

Your privacy is important to us and our Privacy Statement explains why we collect your Personal Information and how we will manage it. You can obtain a copy of our Privacy Statement at transport.nsw.gov.au/privacy-statement or by calling us to request a copy on **13 12 36**.

Category Conditions

The licensee is permitted to secure any lawful vessel to the licensed mooring.
The licensee must keep a register that records the details of any vessel attached to a mooring.
The licensee must produce a copy of the register to TfNSW or an Authorised Officer on request.

Cheque details

Drawer's account number	Bank	Branch	Amount

Failure to comply may result in the cancellation of your mooring licence and/or any liability insurance may be rendered null and void.

The Mooring

The licensee must ensure that:

- The mooring apparatus and/or equipment must be suitable to secure the vessel safely in all conditions.
- The mooring apparatus must be kept in good condition and be serviced every 12 months or more frequently if subject to specific mooring conditions. It is strongly recommended that it be serviced by a professional mooring contractor. Proof of mooring service must be produced on request. Transport for NSW will randomly require documentary proof of mooring service.
- Swing/fore & aft (non-pole/post) moorings must display the Commercial Mooring Licence (CL####) number in black characters at least 50mm in height. The buoy/s must be red/orange in colour and clearly visible at all times.
- Pole/post moorings must display the Commercial Mooring Licence (CL####) number on the pole/post, in black characters on a white background at least 100mm in height.
- Commercial mooring licences with multiple sites must also identify each site with sequential numbers e.g. CL####.01, CL####.02.
- The mooring may only be used in accordance with the licence categories in which it has been issued.

The vessel on a commercial mooring

The licensee must ensure that:

- Only one vessel is to be attached to each mooring (unless written approval is given by TfNSW).
- Only the licensed vessel may be attached to or placed between the posts, unless otherwise authorised in writing by TfNSW.
- The following types of floating objects are not permitted to be attached to a mooring unless prior written approval has been granted by TfNSW:
 - Pontoons
 - Air docks
 - Floating docks
 - Other objects or apparatus that do not meet the definition of "vessel" in the marine legislation.
- The vessel must be registered under the Marine Safety Act 1998 (NSW) or covered by a Certificate of Operation issued under the Marine Safety (Domestic Commercial Vessel) National Law Act 2012 unless exempt.
- The vessel must clearly display appropriately-sized registration numbers or a Unique Vessel Identifier at all times.
- The vessel must not exceed the size specified by TfNSW.
- The vessel must not be subject to construction or repair work to the vessel that may cause pollution, annoyance or contravention of any State or Local Environment Plan implemented under NSW planning legislation. Any proposed construction or repair work must be submitted to TfNSW for assessment and approval prior to works commencing.
- The vessel must be visually suitable and aesthetically consistent with the environment and surroundings of the mooring area.
- The vessel must not be attached to the shore by any means without the written approval of TfNSW.



- The vessel must only occupy the mooring in accordance with the approved purpose of the mooring licence.
- The vessel must not have any power, water, sewerage or facilities connected to it from the land.
- The vessel must be maintained in a safe and seaworthy condition.
- The vessel must not be allowed to accumulate excessive marine growth on the hull.
- It is strictly prohibited to live on-board or use a vessel as a residence of any kind while attached to a licensed mooring.
- The licensee must not offer, attempt to invite an offer for, or authorise the use of a vessel on a licensed mooring for the purposes of short-term rental accommodation in return for money or some other benefit unless prior written approval has been granted by TfNSW.
- A mooring site subject to a commercial mooring licence must be used in accordance with any specific purpose and must use any specific type of mooring apparatus specified in the mooring licence.
- Other types of mooring apparatus (e.g. multi-vessel apparatus) may only be installed with written approval from TfNSW.
- The mooring licensee is responsible for the mooring apparatus and the vessel at all times. It is strongly recommended that the mooring licensee hold adequate insurance to cover any contingency. TfNSW bears no responsibility for any liability arising through use of the mooring.
- The mooring licensee must notify TfNSW of any proposed change to the licence details at least 7 days before the change. Failure to do so is an offence (Clause 33 Ports and Maritime Administration Regulation 2021).

Important Information

- Commercial mooring licenses may only be issued to:
 - A legal entity or person approved by TfNSW trading as a business to provide marine services to the boating public. (e.g. boat repair, marina, commercial fishing, charter vessel, boat brokerage, mooring contractor); and
 - Any other type of business which cannot be accessed by means other than the water (i.e. no direct land access).
- Commercial moorings may only be sub-let if associated with a marina/boatshed/club -i.e. premises consisting of one or more moorings, pontoons, jetties, piers or other structures (whether water-based or land-based), and designed to provide:
 - Accommodation for, or means of securing vessels;
 - A slipway, or some other means of taking vessel out of the water; and
 - One or more of the following (or similar) services for vessels:
 - › shipwright service;
 - › sewage pump-out facilities;
 - › dinghy/tender storage;
 - › fuel;
 - › engineering service;
 - › mechanical repair service;
 - › tender service; and
 - › provisioning services.
- By use of a licensed mooring, the mooring licensee accepts that the mooring site is suitable for the licensed vessel, with specific regard to sea room and water depth. TfNSW bears no responsibility or liability regarding the mooring site and it is strongly recommended that a professional mooring contractor be consulted in this regard.
- Mooring fees are payable until TfNSW is notified in writing of any cancellation of the mooring licence, or the vessel/ mooring apparatus is removed, whichever is later.
- Mooring fees are to be paid on or before “the pay by date”.
- No more than the maximum number of mooring sites specified by the Commercial Mooring Licence may be in the water.
- The mooring licence may be transferable on sale of the business, subject to TfNSW, and any other statutory approval that may be necessary.
- TfNSW may impose additional conditions to be met by a Commercial Mooring Licensee.
- TfNSW may cancel your mooring licence on any of the following grounds:
 - Offensive noise
 - Pollution
 - Offences against the marine legislation
 - Non-payment of fees
 - Non-compliance with statutory notices
 - The public interest
 - Breach of mooring licence conditions (including use of a moored vessel as a residence)
 - Any other reason prescribed by regulation (Clause 31 Ports and Maritime Administration Regulation 2021).

Removal of Mooring Apparatus

- The former mooring licensee* must ensure that any mooring apparatus and/or equipment has been removed from the water within 7 days of Commercial Mooring Licence cancellation, unless otherwise agreed with TfNSW.
- Failure to remove the mooring apparatus and/or equipment may result in TfNSW arranging removal. Any costs associated with the removal of the mooring apparatus and/or equipment will be recoverable against the former mooring licensee.

* *Former mooring licensee* means the licensee as at the date of the cancellation of the Commercial Mooring Licence.

Remember, failure to comply with any licensed condition may lead to cancellation of a commercial mooring licence.

For further information please contact TfNSW on **13 12 36** (8.30am to 5.00pm Mon to Fri and 8.30am to 4.30pm weekends) or visit our website roads-waterways.transport.nsw.gov.au



26-28 Adelaide Street WENTWORTH NSW 2648
 PO Box 81 WENTWORTH NSW 2648 T 03 5027 5027
 F 03 5027 5000 E council@wentworth.nsw.gov.au
 W www.wentworth.nsw.gov.au ABN 96 283 886 815

Your Reference: POPOVIC COH

Applicant name: Maloney Anderson Legal - Mildura

Applicant address: PO Box 5107 MILDURA PRIVATE BOXES VIC 3502

Applicant email: cohalloran@maloneyandersonlegal.com.au

Certificate no: 2023-288

Subject land: 71B Caravan Park Road Buronga Lot 2136 DP 765238

Date of certificate: 2 August 2023

DISCLAIMER

Wentworth Shire Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Wentworth Shire Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

ABOUT THIS CERTIFICATE – Information for Applicant

This certificate has been prepared pursuant to Section 10.7 of the Environmental Planning and Assessment Act 1979 (NSW) and the Environmental Planning and Assessment Regulation 2000 (NSW). The number system in this Certificate follows Schedule 4 of the Regulation. Please note that Council has omitted:

- 2A of this Schedule as the Wentworth Shire Council is not in a Sydney Region Growth Centre
- 4B of this Schedule as Wentworth Shire Council is not in a coastal region

CERTIFICATE 10.7(2) ISSUED PURSUANT TO THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

1. Names of relevant planning instruments and DCPs

- | | |
|--|--|
| <p>a) The name of each environmental planning instrument that applies to the carrying out of development on the land.</p> <p>b) 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>c) The name of each development control plan that applies to the carrying out of development on the land.</p> | <p>a) <i>Wentworth Local Environmental Plan 2011</i> applies to this land.</p> <p>b) See Annexure 1.</p> <p>c) Wentworth Development Control Plan December 2011.</p> |
|--|--|

d) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

d) Not applicable.

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

- 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)")
- b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,
- c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,
- d) the purposes for which the instrument provides that development is prohibited within the zone,
- 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,
- f) whether the land includes or comprises critical habitat,
- g) whether the land is in a conservation area (however described),
- h) whether an item of environmental heritage (however described) is situated on the land.

- a) Wentworth Local Environmental Plan (WLEP) 2011
ZONE: W2 – Recreational Waterways
- b) In addition to the controls contained in the *Wentworth Local Environmental Plan 2011*, State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 sets out further circumstances where development consent will be required for development involving certain types of buildings, the demolition of buildings or the subdivision of land. These circumstances may include development that does not require consent under the *Wentworth Local Environmental Plan 2011*.
- c) See Annexure 1.
- d) See Annexure 1.
- e) Not applicable.
- f) No.
This information has been sourced from mapping provided by NSW Environment & Heritage.
- g) No.
This information has been sourced from mapping provided by NSW Environment & Heritage.
- h) No.

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 [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#).
- 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 that clause.
- 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

Yes, the land is land on which complying development may be carried out subject to the disclaimer at 3c) below.

Note: please seek additional planning advice to determine which Complying Development Codes Apply to this land.

The land is identified as being within a river front.

Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. This certificate only

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.

addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3) and (4) and 1.18 (1) (c3) and 1.19 of the Codes SEPP. Other restrictions within the Codes SEPP may or may not apply to the whole of the land or part thereof.

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the [Coal Mine Subsidence Compensation Act 2017](#).

Not applicable.

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:
 a) Division 2 of Part 3 of the [Roads Act 1993](#), or
 b) any environmental planning instrument, or
 c) any resolution of the council.

Not applicable.

7. Council and other public authority policies on hazard risk restrictions relating to land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)

Whether or not the land is affected by a policy:
 a) adopted by the council, or

Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on land which have been previously used for certain purposes. Council records do not have sufficient information about previous uses of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application or provisions under relevant state legislation is warranted.

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.

7A. Flood related development controls information

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

a) Flood Planning Area; Floodway

b) Flood Planning Area; Floodway

Words and expressions in this clause have the same meanings as in the Standard Instrument.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

Not applicable

9. Contribution plans	
The name of each contributions plan applying to the land.	Development Contribution Plan Development Servicing Plan No 1 Development Servicing Plan No 2
9A. Biodiversity certified land	
If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 , a statement to that effect. Note: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016 .	Council has not been notified that this land has been determined to be biodiversity specified land.
10. Biodiversity stewardship sites	
If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage). Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016 .	No, Wentworth Shire Council has not been notified of the existence of a biodiversity stewardship agreement by the Office of Environment & Heritage in relation to this property.
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).	Council has not been notified of the existence of a set aside area by Local Land Services or that a set aside area has been registered.
11. Bush fire prone land	
If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.	No, the land is not bushfire prone
This information has been sourced from mapping provided by the NSW Rural Fire Service.	
12. Property vegetation plans	
If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	Council has not been notified of a Property Vegetation Plan under the Native Vegetation Act 2003 affecting this land. For further details please contact Local Land Services.

This information has been sourced from NSW Local Land Services.

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).

Council **has not** been notified of an Order under Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to any tree on the land.

14. Directions under Part 3A

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

No, there is no direction in force from the Minister under Section 75P (2) (c1) in relation to this property.

15. Site compatibility certificates and conditions for seniors housing

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

- a) A statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is current, and
 - (ii) that a copy may be obtained from the head office of the Department, 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.

The land is land to which the State Environmental Planning Policy (Housing for Seniors with a Disability) 2004 does apply. However, no current compatibility certificate exists of which Council is aware.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

- a) A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is valid, and
 - (ii) that a copy may be obtained from the head office of the Department.

Council is not aware of any site compatibility certificates for infrastructure applying to this land.

17. Site compatibility certificates and conditions for affordable rental housing

- a) 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:
 - (i) the period for which the certificate is current, and
 - (ii) that a copy may be obtained from the head office of the Department.
- b) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State

Council is not aware of any site compatibility certificates for affordable rental housing applying to this land.

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 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.

Council is unaware of any development plan or 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 the Environmental Planning & Assessment 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.
- b) The date on which the certificate ceases to be current (if any), and
- c) That a copy may be obtained from the head office of the Department.

Council is not aware of any site verification certificates applying to this land.

20. Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

Not applicable

21. Affected building notices and building product rectification orders

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- (2) A statement of:
 - a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
 - 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.

Not applicable.

(3) In this clause:

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

**CERTIFICATE 10.7(5) ISSUED PURSUANT TO THE ENVIRONMENTAL PLANNING & ASSESSMENT
ACT 1979**

You are advised that at the date of this certificate the subject land is affected by the following matters:-

Information Requested	Reply
a) Is the land subject to a Tree Preservation Order?	No.
b) Has any development consent with respect to the land been granted within the previous five years?	No.
c) Any known non-compliance with matters relating to development approval?	No.
d) Any known non-compliance on matters relating to, or delegated to Council and notices requiring work to be carried out in relation to building and/or health items?	A final inspection has not been carried out on Shed the subject of Construction Certificate No. PC117/02.
e) Any other known matter of which Council is aware that applies to the subject land?	Yes *The allotment does not have frontage to a Council public road. *Access to the allotment may be restricted during times of flooding. *The comments and information contained in this certificate relate to the property described in the section "Description of Land". *The information contained in this certificate has been compiled from Council's records – no physical inspection of the property was carried out.

The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.



Signed:

MATTHEW CARLIN
DIRECTOR OF HEALTH AND PLANNING
under delegation on behalf of the Shire of Wentworth

Contact:

T 03 5027 5027
E council@wentworth.nsw.gov.au
W wentworth.nsw.gov.au

26-28 Adelaide Street WENTWORTH NSW 2648
PO Box 81 WENTWORTH NSW 2648
ABN 96 283 886 815

ANNEXURE 1 TO CERTIFICATE PURSUANT TO SECTION 10.7(1) OF THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

W2 Recreational Waterways Zone as at 16 December 2011

You are advised that as at the date of this Certificate the subject land is affected by the following matters:-

(a) **STATE ENVIRONMENTAL PLANNING POLICIES**

SEPP (Housing) 2021

Affordable Rental Housing: Establishes a consistent planning regime for the provision of affordable rental housing. The SEPP facilitates the effective delivery of new affordable rental housing by providing planning control incentives and expanding the role for not-for-profit-providers of affordable rental housing. The SEPP also establishes approaches to facilitate the retention and mitigate the loss of existing affordable rental housing. The SEPP aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

Manufactured Home Estates: Helps establish well-designed and properly serviced manufactured home estates (MHEs) in suitable locations. Affordability and security of tenure for residents are important aspects. The policy applies to Gosford, Wyong and all local government areas outside the Sydney Region. To enable the immediate development of estates, the policy allows MHEs to be located on certain land where caravan parks are permitted. There are however, criteria that a proposal must satisfy before the local council can approve development. The policy also permits, with consent, the subdivision of estates either by community title or by leases of up to 20 years. A section 117 direction issued in conjunction with the policy guides councils in preparing local environmental plans for MHEs, enabling them to be excluded from the policy.

Caravan Parks: Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

Housing for Seniors or People with a Disability) 2004: Encourages the provision of adequate, diverse and high-quality housing for aged persons and people with disabilities. The SEPP achieves its aims by overriding local planning controls that would prevent the development of housing for seniors or people with a disability and setting out design principles to achieving built form that is in keeping with the site and local neighbourhood.

SEPP (Resilience and Hazard) 2021

Hazardous and Offensive Development: Provides definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

Remediation of Land: Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the

Department, in conjunction with the Environment Protection Authority, has prepared [Managing Land Contamination: Planning Guidelines](#).

SEPP (Biodiversity) 2021

Canal Estate Development: Bans new canal estates from the date of gazettal (10th November 1997), to ensure coastal and aquatic environments are not affected by these developments.

Koala Habitat Protection: Encourages the conservation and management of areas of natural vegetation that provide habitat for koalas to support a permanent free-living population over their present range and reverse the current trend of koala population decline. The policy provides the state-wide approach needed to enable appropriate development to continue, while ensuring there is ongoing protection of koalas and their habitat. Local councils must ensure approvals for development on a land affected by this policy is consistent with the approved koala plan of management for the land. If there is no approved koala plan of management for a land affected by the policy, local councils must consider requirements of the koala habitat protection guideline or information prepared by a suitably qualified and experienced person in accordance with the guideline before approving development on the land.

Vegetation in Non-Rural Areas: Protects the biodiversity values of trees and other vegetation in non-rural areas of the State. The SEPP aims to preserve the amenity of non-rural areas through the preservation of trees and other vegetation. The policy establishes the approval pathways for clearing in non-rural areas.

Willandra Lakes World Heritage Property: Applies to the Willandra Lakes Region in the Shires of Wentworth and Balranald. The purpose of the plans is to protect, conserve and manage this World Heritage Property in accordance with any strategic plan of management. The plan also aims to provide a process of consultation with stakeholders on development and related decisions.

Riverine Land: Ensures the river and its floodplain are able to support a range of productive land uses. The plan coordinates planning along the Murray River and the implementation of planning related aspects of the Murray Darling Basin Commission strategies. It simplifies the consultation process between agencies and councils established in REP No. 1. It also promotes consistency between NSW and Victoria planning in relation to the river and its floodplain.

SEPP (Industry and Employment) 2021

Advertising and Signage: Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high-quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. [Transport Corridor Outdoor Advertising and Signage Guidelines](#) (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

SEPP (Design and Place) 2021

Design Quality of Residential Apartment Development: Improves the design quality of residential apartment development across the state through the application of a series of design principles. The SEPP recognises that the design quality of residential apartment development is of significance for environmental planning for the State due to the economic, environmental, cultural and social benefits of high quality design. The SEPP operates to ensure that residential apartment development contributes to sustainable development of the state, achieves better built form and aesthetics of buildings and streetscapes, supports housing affordability for wide range of people, better satisfies the increasing demand, the changing social and demographic profile of the community, and maximises amenity, safety and security for the benefit of its occupants and the wider community. The SEPP facilitates timely and efficient assessment of applications for residential apartment development by providing a consistent policy framework and mechanism across the State. The policy provides for the establishment of design Review Panels to provide independent expert advice to councils on the merit of residential flat development.

Building Sustainability Index (BASIX) 2004: This SEPP operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development

control plans and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX.

SEPP (Exempt and Complying Development Codes) 2008 - Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the [Environmental Planning and Assessment Act 1979](#).

SEPP (Transport and Infrastructure) 2021

Infrastructure: Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency. More details about the SEPP, including a guide, are available at www.planning.nsw.gov.au

Educational Establishments and Child Care Facilities: Facilitates the effective delivery of educational establishments and early education and care facilities across the State. The SEPP improves regulatory certainty and efficiency for educational establishments and early education and care facilities through a consistent planning regime that simplifies and standardises planning approval pathways and establishes consistent State-wide assessment requirements and design considerations for these developments. The policy provides for the consultation with relevant public authorities during the assessment process or prior to development commencing for educational establishments and early education and care facilities. The SEPP also aligns the NSW planning framework with the National Quality Framework for early education and care services to enable proponents and consent authorities ensure that new developments or modified premises meet the applicable requirements of the National Quality Framework for the services. The policy supports joint and shared use of the facilities of educational establishments with the community through appropriate design.

SEPP (Planning Systems) 2021

Concurrences: Authorises the Planning Secretary to elect to act in place of a concurrence authority for the for the purposes of deciding whether to grant concurrence to a development if the concurrence authority fails to inform a consent authority of the decision concerning concurrence within the time allowed for doing so.

State and Regional Development: Identifies and declares development as a State significant development, State significant infrastructure, critical State significant infrastructure or regionally significant development based on a number of factors including location, purpose and capital investment value etc.

SEPP (Resources and Energy) 2021

Mining, Petroleum Production and Extractive Industries: Provides for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. This Policy establishes appropriate planning controls to encourage ecologically sustainable development.

SEPP (Primary Production) 2021

Facilitates the orderly and economic use and development of lands for primary production. The aims to reduce land use conflict and sterilisation of rural land by balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources. The SEPP encourages sustainable aquaculture and outlines the criteria for categorising aquaculture as designated development. The SEPP identifies State significant agricultural land, simplifies the regulatory process for water supply in irrigation areas and districts and sets out the considerations for assessing the impact of all proposed development oyster aquaculture.

(b) **LOCAL ENVIRONMENTAL PLANS – W2 RECREATIONAL WATERWAYS ZONE**

1 Objectives of zone

- To protect the ecological, scenic and recreation values of recreational waterways.
- To allow for water-based recreation and related uses.
- To provide for sustainable fishing industries and recreational fishing.

2 Permitted without consent

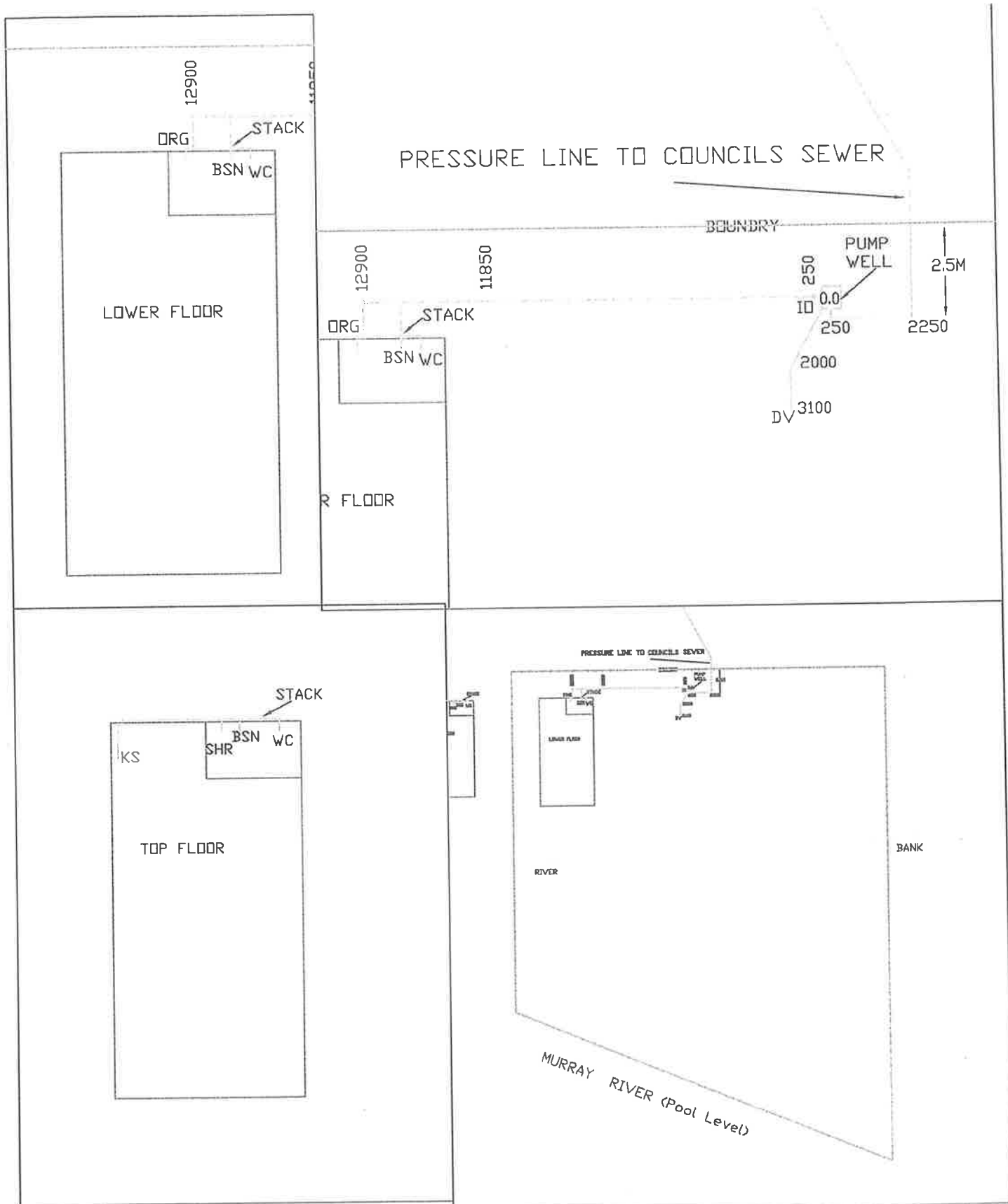
Nil

3 Permitted with consent

Aquaculture; Boat building and repair facilities; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Charter and tourism boating facilities; Community facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Extractive industries; Food and drink premises; Heliports; Information and education facilities; Jetties; Kiosks; Marinas; Mooring pens; Moorings; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation areas; Recreation facilities (outdoor); Research stations; Roads; Waste or resource transfer stations; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities

4 Prohibited

Industries; Multi dwelling housing; Pubs; Residential flat buildings; Seniors housing; Warehouse or distribution centres; Any other development not specified in item 2 or 3



ADDRESS

TOWN
Buronga

LOT 2136
DP 765238

PLUMBER
Leonards

OWNER A Popovic			
TIE			
SIZE A4	SEWER PLAN No. B/GG 615	DWG NO. 24/03	REV
SCALE NTS	ASSESSMENT NO. 759.00000.3	DATE	22/09/2003