

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>eCOS ID: 65819393</b>	<b>NSW DAN:</b>
vendor's agent	RAY WHITE 254 AUBURN STREET, GOULBURN NSW 2580		Phone: 02 4821 3788 Fax: Ref:

Phone: 02 4824 9924  
Fax:  
Ref: KIN/0286/0001

date for completion 35 days after the contract date (clause 15) Email: karenw@rmbilawyers.com.au

land 251 ADDISON ST GOULBURN NSW 2580

(Address, plan details and title reference)

LOT 1 IN DEPOSITED PLAN 204572

FOLIO IDENTIFIER: 1/204572

improvements ☒ VACANT POSSESSION ☐ Subject to existing tenancies  
☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space  
☐ none ☒ other: SHED & SKILLION, 2 STABLES, 2 OLD SHEDS, SINGLE TABLE  
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"/> blinds	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> other:		

NATURAL GAS HEATER, WATER TANKS X 2

exclusions  
purchaser

purchaser's solicitor

Phone:

Fax:

Ref:

Email:

price \$  
deposit \$  
balance \$

(10% of the price, unless otherwise stated)

contract date (if not stated, the date this contract was made)

buyer's agent

vendor

witness

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

purchaser ☐ JOINT TENANTS ☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

KIN/0286/0001

65819393

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

Nominated *Electronic Lodgment Network (ELN)* (clause 30)

*Electronic transaction* (clause 30) ☐ no ☒ YES

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

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

land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

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

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

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

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

***GSTRW payment (GST residential withholding payment) – further details***

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

### DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

**WARNINGS**

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor serves notice of intention to *rescind*; and

7.1.3 the purchaser does not serve notice waiving the claims *within* 14 days after that service; and

7.2 if the vendor does not *rescind*, the parties must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the parties or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a party (in the latter case the parties are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the parties in the same proportion as the amount held is paid; and

7.2.6 if the parties do not appoint an arbitrator and neither party requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor serves a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not serve a notice waiving the *requisition within* 14 days after that service.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a party can claim for a reasonable adjustment.

## 9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the property under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the property being a joint service or passing through another property, or any service for another property passing through the property ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the property being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the property due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the property or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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

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

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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



- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after service of the purchaser's part.
- 27.4 If consent is refused, either party can rescind.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can rescind *within 7 days* after receipt by or service upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can rescind; or
- 27.6.2 *within 30 days* after the application is made, either party can rescind.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within that time* and in that manner –
- 28.3.1 the purchaser can rescind; and
- 28.3.2 the vendor can rescind, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
- 29.4 If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can rescind *within 7 days* after either party serves notice of the condition.
- 29.7 If the parties can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a party who has the benefit of the provision can rescind *within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a party who has the benefit of the provision can rescind *within 7 days* after either party serves notice of the refusal; and



- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either party.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
  - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
  - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
  - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
  - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
  - ECNL* the Electronic Conveyancing National Law (NSW);
  - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
  - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
  - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.

31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –

- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

## **ANNEXURE TO CONTRACT FOR SALE OF LAND (URBAN)**

**VENDOR:** NOLA DULCIE KING  
**PURCHASER:**  
**PROPERTY:** 251 ADDISON STREET, GOULBURN  
**DATED:**

### **HEADINGS**

30. Headings are for ease of reference only and do not affect the interpretation of any clause.

### **AMENDMENTS TO STANDARD CONDITIONS**

31. (a) The definition of "settlement cheque" in Clause 1 is amended by deleting the words "a building society, credit union or other FCA institution as defined in the Cheques Act 1986".
- (b) Clause 29.2 is amended to read: "If the time for the event to happen is not stated, then the time is to be the time stated for the Completion date and if no Completion date is stated, then within a reasonable time".

### **PROPERTY SOLD 'AS IS'**

32. The Purchaser purchases the property in its present condition on the date of this Contract and cannot make any claim objection or requisition in respect of the condition of the property as at that date nor (under Clause 10.1.4) or in respect of fair wear and tear since that date.

### **NO REPRESENTATION AS TO FITNESS FOR ANY PURPOSE**

33. The Vendor does not represent that the Property is fit or suitable for any particular purpose and the Purchaser can't raise any objection, requisition or claim for compensation as to the suitability (or lack of suitability) of the property for any particular purpose.

### **DEPOSIT GUARANTEE**

34. (a) The following Clause applies only if the Purchaser has paid the deposit by way of Deposit Guarantee.
- (b) In this Contract, Deposit Guarantee means the deposit guarantee issued to the

Vendor at the request of the Purchaser by the issuing party, which must be an Australian bank or company (the Guarantor) in the form approved by the Vendor before the date of this Contract.

- (c) Subject to Clauses (d) and (e) the delivery of the Deposit Guarantee on or before the date of this Contract, to the person nominated in this Contract as deposit holder will, to the extent of the amount guaranteed under the Deposit Guarantee, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
- (d) The purchaser will pay the amount stipulated in the Deposit Guarantee to the Vendor in cash or by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor.
- (e) If the Vendor serves on the Purchase a notice in writing, claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Guarantor under the Deposit Guarantee, the Purchase will immediately pay the deposit (or such much of the deposit as has not been paid) to the deposit holder.
- (f) The Vendor acknowledges that payment by the Guarantor under the Deposit of Guarantee will, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under Clause (e).

#### **RESCISSION FOR INSOLVENCY, DEATH OR INCAPACITY**

35. Without any manner negating, limiting or restricting any rights or remedies which would have been available to any person if this clause had not been included, should either party prior to completion:

- (a) die
- (b) become mentally ill or lose contractual capacity
- (c) the assets of either party be brought under the provisions of the Protected Estates Act or other relevant legislation in force at the time of exchange,
- (d) being an individual become bankrupt, or
- (e) being a corporation commence proceedings for liquidation, winding up or administration or become liquidated or wound up

then the other party may rescind this agreement by notice in writing and thereupon this agreement shall be at an end and the provisions of clause 19.2 hereof shall apply.

#### **INTRODUCTION BY AGENT**

36. The Purchaser warrants that agent named in this Contract is the Agent who introduced the Purchaser to the Property and indemnifies the Vendor against any claim for commission by any other Agent. The Vendor warrants that at the date of this Contract no sole agency agreement with any other Agent has effect. This clause will not merge on completion.

#### **INTEREST CHARGE**

37. (a) If the Purchase Price or any part of the price is not paid by the purchaser to the

Vendor on the Completion Date, then (in addition to all other remedies available to the Vendor) the purchase price is to carry interest calculated at the rate of 10% p.a (on daily rests) from the Completion Date until the actual date of payment of the Purchase Price to the Vendor (inclusive of the first date but exclusive of the latter date).

- (b) The Purchaser does not have to pay interest during any period that completion does not occur only because the Vendor is unable or unwilling to complete.
- (c) The Purchaser cannot require the Vendor to complete this Contract unless interest payable paragraph (1) is paid to the Vendor on completion.
- (d) The parties agree that the above interest is a bona fide attempt to pre-estimate damages and not a penalty.

#### **NOTICE TO COMPLETE**

38. (a) If a party is unable or unwilling to complete this Contract on the Completion Date then the other party can at any time after the Completion Date serve a Notice to Complete requiring completion to occur on a specified date (being a business day) and making time essential.
- (b) A Notice to Complete must give at least 14 days notice (excluding the day of service but including the day completion is specified in the Notice).
- (c) A Notice to Complete may specify a place for completion to occur.
- (d) A Notice to Complete may nominate a specific hour between 11.00 am and 3.30 pm on any business day for completion to occur (regard is not to be had to a particular hour in calculating whether 14 days notice has been given).
- (e) A Notice to Complete under this clause will be reasonable and sufficient to make time for completion essential.
- (f) Where a Notice to Complete nominates a non-business day as the specified date for completion then such reference will be deemed to be to the next business day.
- (g) If the Purchaser does not complete by the completion date through no fault of the Vendor and the Vendor serves a Notice to Complete on the Purchaser pursuant to this clause, then the Purchaser will pay the Vendors Solicitors costs of \$350.00 (inclusive of GST) in relation to the Notice to Complete, which sum will be adjusted and paid on completion.

#### **TIME FOR SERVICE BY FACSIMILE**

39. Where a document is served by fax under Clause 20.6:-

- (a) if it is received on a day that is not a business day then it will be deemed to be received at 9.00 am on the next business day;
- (b) if it is received between the hours of 5.01 pm and 11.59 pm then it will be deemed to be received at 9.00 am on the next business day.

## **SWIMMING POOL FENCING**

40. Where the improvements or inclusions included in this Contract includes a swimming pool, the Vendor does not warrant that any fencing relating to such swimming pool complies with any current requirements of any legislation and the Purchaser shall not make any objection, requisition or claim for compensation in respect of such fencing or lack thereof.

## **POSTPONED RATES**

41. Should there be any rates postponed pursuant to the Local Government Act, 1919, or should there be any rates in respect of which the owner of the subject land is entitled to claim a postponement under the Act then such rates shall not be apportioned pursuant to clause 14 of this Agreement and the Vendor shall not be required by the Purchaser to pay any such postponed rates or any such rates which could be postponed and the rates which shall be adjusted pursuant to clause 14 of this Agreement between the parties hereto shall be the current rates after the deduction therefrom of any amount which is or may be postponed.

The Purchaser shall assume the responsibility of any postponed rates or any rates in respect of which the owner of the subject land is entitled to claim a postponement and interest thereon AND the Purchaser hereby indemnifies the Vendor against any claim, action or suit of the Council of the of in respect of any such postponed rates and interest thereon and this provision as to indemnity shall not merge in the Conveyance or Transfer upon completion of this Agreement.

## **SURVEY REPORT AND/OR BUILDING CERTIFICATE**

42. (a) Annexed hereto and marked with the letter "A" are copies of the following in respect of the property:-
- (i) Surveyors Report of \_\_\_\_\_ dated \_\_\_\_\_
  - (ii) Certificate issued pursuant to Section \_\_\_\_\_ of the Local Government Act, 1919 (as amended).
- (b) The Purchaser acknowledges and agrees that the said Surveyor's Report specifically discloses and clearly describes any encroachment by or upon the property any non compliance by any building or structure referred to in the said Surveyor's Report with those provisions of the Local Government Act 1919 (as amended) and Ordinances specifically stated herein. The Purchaser shall not be entitled to make an objection requisition or claim for compensation of such encroachment or non compliance.

## **BUILDING CERTIFICATE**

43. Notwithstanding clause 11 of this Contract if as a consequence of an application by the Purchaser for a Building Certificate from the local Council:
- (a) a work order under any legislation is made on or before the completion of this

Contract; or

- (b) Council advises the Purchaser of works to be carried out before it will issue a Certificate

the Purchaser is not entitled to make a requisition claim or rescind or terminate this Contract in respect of any such work order or works required to be done, and if this Contract is completed it shall be the responsibility of the Purchaser to comply with any such work order and pay the cost of compliance.

#### DEPOSIT BY INSTALLMENTS

44. (a) Notwithstanding clause 2.2 the Purchaser shall pay the total deposit of \$ \_\_\_\_\_ as specified on the front page of the Contract in the amounts and upon the dates as follows:
- (i) \$ \_\_\_\_\_ upon the date of this Contract, and
- (ii) \$ \_\_\_\_\_ upon the first to occur of:
- (A) completion of this Contract, and
- (B) the date upon which the Vendor terminates this Contract due to default by the Purchaser.
- (b) Notwithstanding clause 2.2 the Purchaser shall pay the instalment of the deposit payable upon completion by bank cheque. As provided for in clause 2.3 time is essential in the due payment of this instalment of the deposit.
- (c) The Purchaser acknowledges that notwithstanding any other correspondence issuing from any person (and in particular from the Agent or any representative of the Vendor) the deposit payable pursuant to this Contract is equivalent to 10% of the purchase price to secure the Purchaser's obligations pursuant to this Contract.

#### REQUISITIONS ON TITLE

45. For the purpose of clause 5.1 the requisitions or general questions about the property or the title and must be in the form of the attached requisitions on title.

#### QUALIFIED TITLE

46. It is agreed between the parties that in the event that the Title or any of the Titles of the land being sold are subject to a Qualification pursuant to the Real Property Act, and that by the date provided for completion a period 6 years has or will have elapsed since the date of the issue of the Qualified Title the Purchaser will not require the Vendor to comply with the provisions of Clause 25 of this Contract.

#### LIMITED TITLE

47. It is agreed between the parties that in the event that any of the Titles to the land being sold is the subject of a limitation pursuant to the Real Property Act, the Purchaser will



not make any requisition objection or claim for compensation in respect to the limitation, and shall not require the Vendor to comply with the provisions of Clause 25 of the Contract.

#### COMPANY

48. In the event of the Purchaser purporting to be a company, each of the persons who have signed the Contract as Director/Secretary on behalf of the company:
- (a) warrants the company has been incorporated, and
  - (b) shall be personally liable under this Contract both jointly and severally as if they had been named herein as Purchasers
49. In the event that the Purchaser is a company and in the event that the company fails for any reason to complete this purchase in accordance with the terms and conditions hereof, the Director/Secretary of that company who have signed this Contract on behalf of the company to hereby guarantee the due performance of the company in relation to its obligations pursuant to the terms and conditions hereof in every respect as if they had personally entered into this Contract themselves.

#### COMPLETION

50. Completion of this Contract will be effected at Goulburn or as otherwise advised by the Vendors Solicitor.

.....  
Vendor/s

.....  
Purchaser/s

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Nola Dulcie King  
Purchaser:  
Property: 254 Addison Street, Goulburn, NSW 2580  
Dated: 14 February 2020

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### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948(NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the Local Government Act (NSW), the Environmental Planning and Assessment Act 1979 (NSW) and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;

- (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
- 17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
- 18. If a swimming pool is included in the sale:
  - (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) If a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
  - (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations**
- 20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 21. Is the vendor aware of:
  - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
- 22. Has the vendor any notice or knowledge that the Property is affected by the following:
  - (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
  - (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
- 24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
- 25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
- 26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion
- 27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 30. The purchaser reserves the right to make further requisitions prior to completion.
- 31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/204572

SEARCH DATE	TIME	EDITION NO	DATE
14/2/2020	8:52 AM	4	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

## LAND

LOT 1 IN DEPOSITED PLAN 204572  
AT GARFIELD  
LOCAL GOVERNMENT AREA GOULBURN MULWAREE  
PARISH OF GOULBURN COUNTY OF ARGYLE  
TITLE DIAGRAM DP204572

## FIRST SCHEDULE

NOLA DULCIE KING

(T Y458605)

## SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 Z306350 MORTGAGE TO WESTPAC BANKING CORPORATION

## NOTATIONS

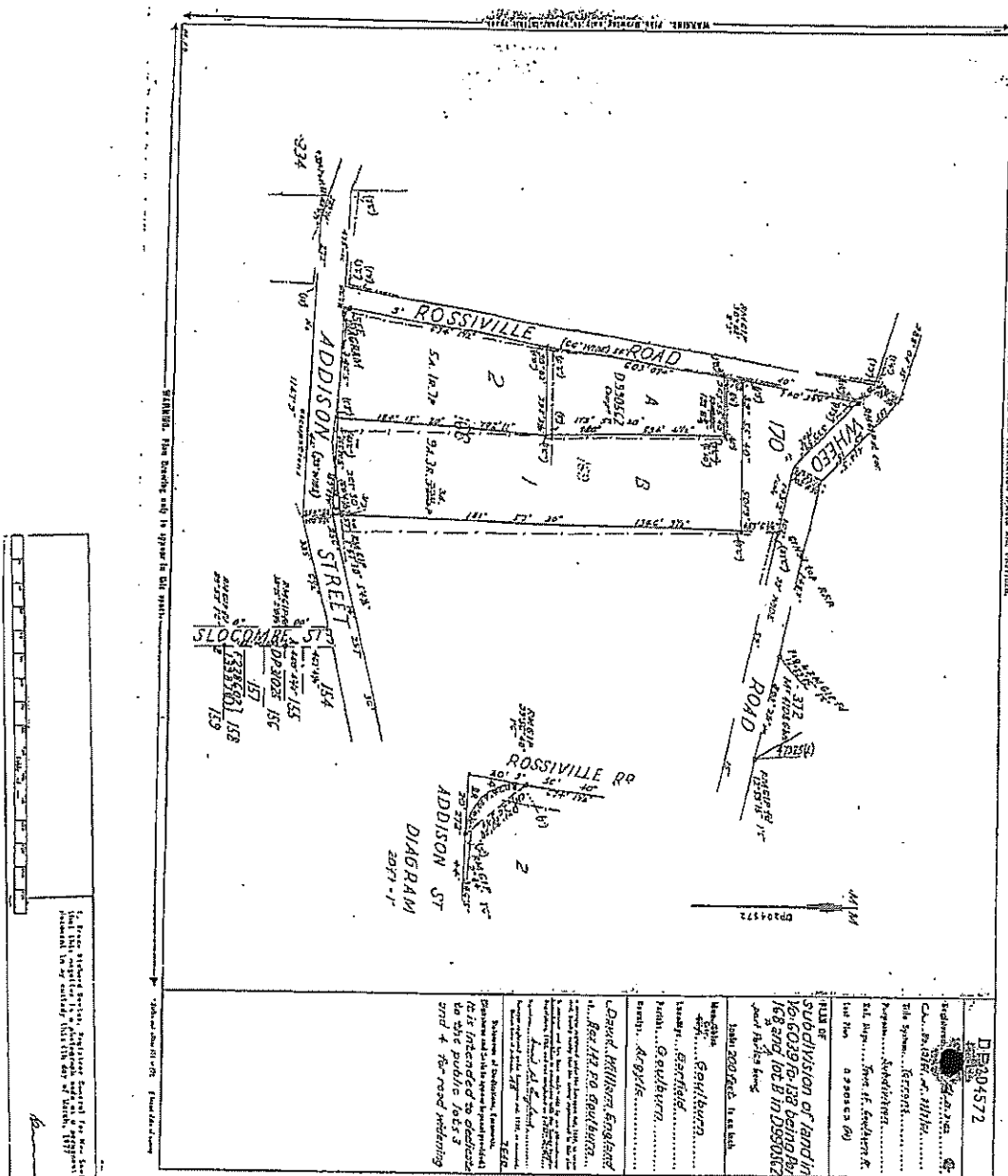
UNREGISTERED DEALINGS: NIL

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

KIN/0286/0001

PRINTED ON 14/2/2020

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



WARNING: BREASTING OR FOLDING WILL LEAD TO REJECTION.

[illegible][illegible]

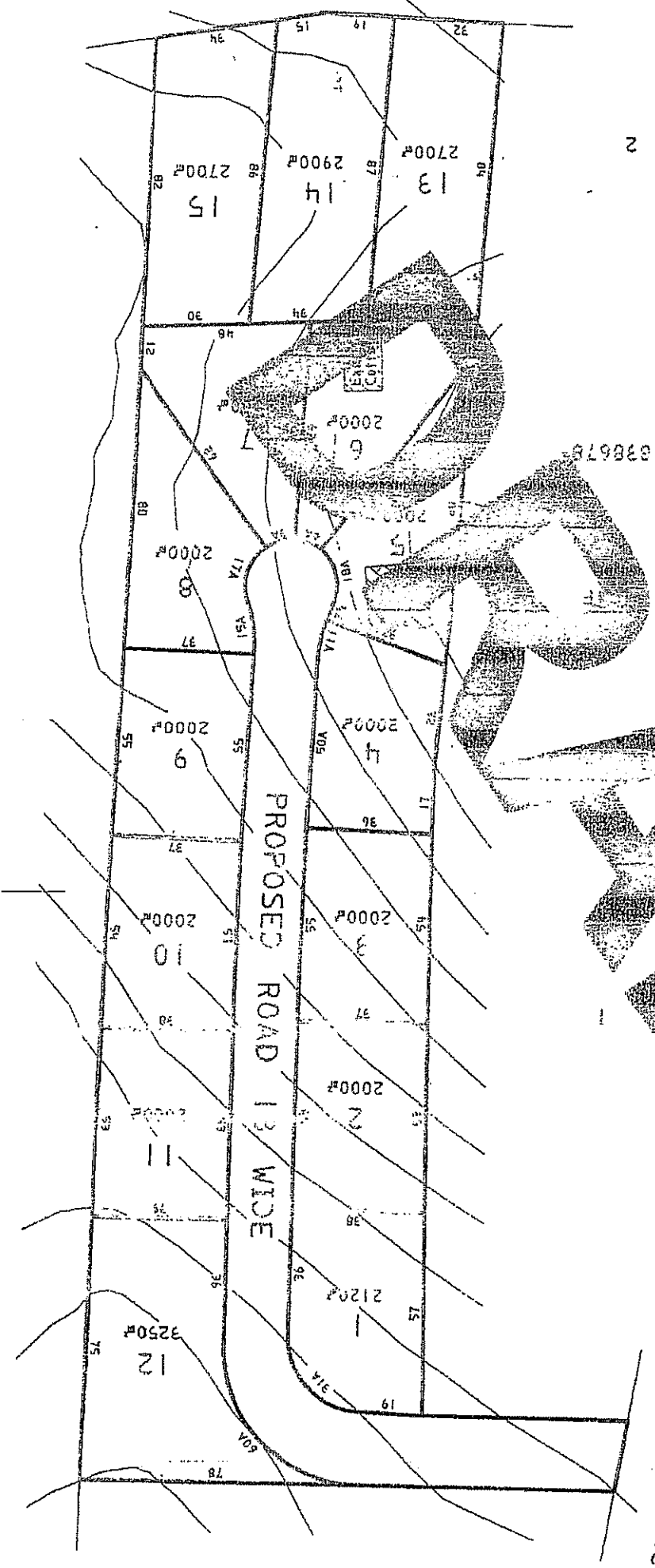
CONVENTION TAKE ATTENDANCE  
REGISTER OPERATING OPERATIONS  
DP 204572 EQUIPMENT  
ACAD P MA  
31 T 2.145  
93 M 8.882



STREET

ADDISON

2





Locked Bag No. 22  
GOULBURN NSW 2580

**SECTION 149 (2) PLANNING CERTIFICATE**  
*Environmental Planning and Assessment Act 1979*

**Applicants Details**

**GALLAND ELDER LULHAM  
SOLICITORS  
18-26 MONTAGUE STREET  
GOULBURN NSW 2580**

**Application Details**

Paid:	\$40.00
Receipt No:	97076
Council Reference:	GW:ML
App Reference:	PRC/JB:24663

**Description of Land**

**251 ADDISON STREET, GOULBURN**  
Lot or Portion No: **LOT 1**  
DP, SP **DP 204572**  
Section: **~**

**Owner's Details**

**NOLA D KING  
RMB 600 POMEROY ROAD  
GOULBURN NSW 2580**

At the date of this certificate the above mentioned land is affected by the following matters set out in Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

**Local Environmental Plan****Zoning**

Goulburn Mulwaree Local Environmental Plan 2009 (Amendment No 1)

R5 Large Lot Residential

**Proposed Planning Proposals**

Draft Goulburn Mulwaree Rural Lands Planning Proposal

**Development Control Plan**

Goulburn Mulwaree Development Control Plan 2009 and Draft Goulburn Mulwaree Development Control Plan (Amendment No1) on exhibition until 25 September 2009

**Regional Environmental Plan (deemed SEPP)**

Drinking Water Catchments Regional Environmental Plan No 1 – Gazetted 9 June 2006, Effective 1 January 2007, deemed as a SEPP on 01 July 2009.

**Development Control Plans prepared by Director-General**

Not applicable to Goulburn Mulwaree Council.

**State Environmental Planning Policies (SEPP)**

SEPP No. 6 – Number of Storeys in a Building	SEPP No. 65 – Design Quality of Residential Flat Development
SEPP No. 15 – Rural Landsharing Communities	SEPP (Housing for Seniors or People with a Disability) 2004
SEPP No. 21 – Caravan Parks	SEPP (Building Sustainability Index: BASIX) 2004
SEPP No. 22 – Shops and Commercial Premises (Incorporating Amendment No. 1)	SEPP (Major Projects) 2005
SEPP No. 30 – Intensive Agriculture	SEPP (Temporary Structures and Places of Public Entertainment) 2007
SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land)	SEPP (Mining, Petroleum Production and Extractive Industries) 2007.
SEPP No. 33 – Hazardous and Offensive Development	SEPP (Infrastructure) 2007
SEPP No. 36 – Manufactured Home Estates	SEPP (Rural Lands) 2008
SEPP No. 44 – Koala Habitat Protection	SEPP (Repeal of Concurrence and Referral Provisions) 2008
SEPP No. 50 – Canal Estate Development	SEPP (Exempt and Complying Development Codes) 2008
SEPP No. 55 – Remediation of Land	SEPP (Repeal of REP provisions) 2009
SEPP No. 64 – Advertising and Signage	SEPP (Affordable Rental Housing) 2009



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**Permitted Without Consent**

The purposes for which the plan or instrument provides that development may be carried out within the zone without the need for development consent.

Refer to attachment 'A' R5 Large Lot Residential Land Use Table and clause 3.1 and 3.3 and Schedule 2 – Exempt Development and clause 5.11 Goulburn Mulwaree Local Environmental Plan 2009

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**Permitted with Consent**

The purposes for which the plan or instrument provides that development may not be carried out within the zone except with development consent.

Refer to attachment 'A' R5 Large Lot Residential Land Use Table and clause 3.2 and 3.3 and Schedule 3 – Complying Development Goulburn Mulwaree Local Environmental Plan 2009

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**Prohibited Development**

The purposes for which the plan or instrument provides that development is prohibited within the zone.

Refer to attachment 'A' R5 Large Lot Residential Land Use Table for list of prohibited development Goulburn Mulwaree Local Environmental Plan 2009

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**Minimum Lot Size**

Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed?

Yes, see attachment 'A' clause 4.1 and 7.3 (Minimum subdivision lot size – 2000m<sup>2</sup>) Goulburn Mulwaree Local Environmental Plan 2009

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

Whether or not the land to which the certificate relates is land on which complying development may be carried out under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

**General Housing Code**

No – complying development under the General Housing Code can not be carried out on the land because the land is affected by the following exclusions:

- the land is unsewered land to which *Drinking Water Catchments Regional Environmental Plan No. 1* applies

**Housing Internal Alterations Code**

Yes - complying development under the Housing Internal Alterations Code can be carried out on the land

**General Commercial and Industrial Code**

Yes - complying development under the General Commercial and Industrial Code can be carried out on the land

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**Coastal Protection**

Whether or not the land is affected by operation of the Coastal Protection Act 1979?

No

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**Mine Subsidence**

Whether or not the land is affected by operation of the Mine Subsidence Compensation Act 1961 - Section 15?

No

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**Road Widening or Road Realignment**

Whether or not the land is affected by Road widening or road realignment under

- (a) Division 2 of Part 3 of the Roads Act 1993;
- (b) any environmental planning instrument; or
- (c) any resolution of the Council ?

No

**Council and other public authority policies on hazard risk restrictions**

Whether or not the land is affected by Policy to restrict development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

No

**Flooding**

Whether or not development is subject to flood related development controls information?

No

**Land reserved for acquisition**

Whether or not the land is reserved for acquisition?

No

**Contribution Plans**

Whether or not the land is affected by a Contribution Plan?

Yes, Goulburn Mulwaree S94 Contributions Plan 2009 (Amendment No 1) and / or S94A Contributions Plan 2009 (Amendment No 1)

Plans applicable under section 64 of the Local Government Act 1993:

- Goulburn Mulwaree Council City-wide Infrastructure Contributions Plan Reformatted 2009

**Critical Habitat**

Whether or not the land includes or comprises critical habitat?

No critical habitat applicable to Goulburn Mulwaree Council.

**Conservation Area**

Whether the land is located in a conservation area?

No

**Heritage Item**

Whether an item of environmental heritage is situated on the land?

No

**Bush Fire prone land**

Whether any of the land is Bush Fire prone land?

No

**Property Vegetation Plans**

Whether the land is affected by a Property Vegetation Plans?

No

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

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

No

**Directions under Part 3A**

Whether a direction under Part 3A of the Environmental Planning & Assessment Act 1979 has been made which identifies provision under an environmental planning instrument that do not have affect?

No

**Seniors Housing**

Whether development consent has been granted over the land with condition affecting seniors housing?

No

**Site Compatibility Certificate for Seniors Housing**

Whether a current site compatibility certificate has been granted over the land pursuant to the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004?

No

**Site Compatibility Certificate for Infrastructure SEPP**

Whether a current site compatibility certificate has been granted over the land pursuant to State Environmental Planning Policy (Infrastructure) 2007?

No

**Site Compatibility Certificate for Affordable Rental Housing SEPP**

Whether a current site compatibility certificate has been granted over the land pursuant to State Environmental Planning Policy (Affordable Rental Housing) 2009?

No

**Contaminated Land**

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

The land to which this certificate relates is:

- (a) Not significantly contaminated land within the meaning of that Act
- (b) Not subject to a management order within the meaning of that Act
- (c) Not subject of an approved voluntary management proposal within the meaning of that Act
- (d) Not subject to an ongoing maintenance order within the meaning of that Act
- (e) Not subject of a site audit statement within the meaning of that Act

Advisory Note – Any information in this certificate concerning the presence or absence of contamination at the site should not be taken as proof of the state or condition of the site. That is the absence of information concerning contamination at the site should not be taken as a representation that the site is not contaminated. Any interested person should make their own investigations in this regard.

DATE OF CERTIFICATE  
8 OCTOBER 2009

  
SENIOR ENVIRONMENTAL HEALTH & BUILDING SURVEYOR

# **ATTACHMENT**

## **'A'**

**EXTRACT FROM GOULBURN MULWAREE LOCAL ENVIRONMENTAL PLAN 2009****(AMENDMENT NO.1)****1.8 Repeal of other local planning instruments applying to land**

(1) All local environmental plans and deemed environmental planning instruments applying only to the land to which this Plan applies are repealed.

(2) All local environmental plans and deemed environmental planning instruments applying to the land to which this Plan applies and to other land cease to apply to the land to which this Plan applies.

**Note.** *Goulburn Local Environmental Plan 1990* is repealed by this Plan.

**1.8A Savings provision relating to pending development approvals**

If a development application has been made before the commencement of this Plan in relation to land to which this Plan applies and the application has not been finally determined before that commencement, the application must be determined as if this Plan had not commenced.

**1.9 Application of SEPPs and REPs**

(1) This Plan is subject to the provisions of any State environmental planning policy and any regional environmental plan that prevail over this Plan as provided by section 36 of the Act.

**Note.** Section 36 of the Act generally provides that SEPPs prevail over REPs and LEPs and that REPs prevail over LEPs. However, a LEP may (by an additional provision included in the Plan) displace or amend a SEPP or REP to deal specifically with the relationship between this Plan and the SEPP or REP.

(2) The following State environmental planning policies and regional environmental plans (or provisions) do not apply to the land to which this Plan applies:

*State Environmental Planning Policy No 1—Development Standards*

*State Environmental Planning Policy No 4—Development Without*

*Consent and Miscellaneous Exempt and Complying Development*

(clause 6 and Parts 3 and 4)

*State Environmental Planning Policy No 60—Exempt and Complying*

*Development*

**1.9A Suspension of covenants, agreements and instruments**

(1) For the purpose of enabling development on land in any zone to be carried out in accordance with this Plan or with a development consent granted under the Act, any agreement, covenant or similar instrument that restricts the carrying out of that development does not apply to the extent necessary to serve that purpose.

(2) This clause does not apply:

- (a) to a covenant imposed by the Council or that the Council requires to be imposed, or
- (b) to any prescribed instrument within the meaning of section 183A of the *Crown Lands Act 1989*, or

- (c) to any conservation agreement within the meaning of the *National Parks and Wildlife Act 1974*, or
- (d) to any Trust agreement within the meaning of the *Nature Conservation Trust Act 2001*, or
- (e) to any property vegetation plan within the meaning of the *Native Vegetation Act 2003*, or
- (f) to any biobanking agreement within the meaning of Part 7A of the *Threatened Species Conservation Act 1995*.

(3) This clause does not affect the rights or interests of any public authority under any registered instrument.

(4) Under section 28 of the Act, the Governor, before the making of this clause, approved of subclauses (1)–(3).

**2.6 Subdivision—consent requirements**

(1) Land to which this Plan applies may be subdivided, but only with consent.

(2) However, consent is not required for a subdivision for the purpose only of any one or more of the following:

(a) widening a public road,

(b) a minor realignment of boundaries that does not create:

i. additional lots or the opportunity for additional dwellings, or

ii. lots that are smaller than the minimum size shown on the Lot Size Map in relation to the land concerned,

(c) a consolidation of lots that does not create additional lots or the opportunity for additional dwellings, or

(d) rectifying an encroachment on a lot,

(e) creating a public reserve,

(f) excising from a lot land that is, or is intended to be, used for public purposes, including drainage purposes, rural fire brigade or other emergency service purposes or public toilets.

**Note.** If a subdivision is exempt development, the Act enables the subdivision to be carried out without consent.

**2.6A Demolition requires consent**

The demolition of a building or work may be carried out only with consent.

**Note.** If the demolition of a building or work is identified in this Plan or *State*

*Environmental Planning Policy (Exempt and Complying Development Codes)*

2008 as exempt development, the Act enables it to be carried out without consent.

**2.6B Temporary use of land**

(1) The objective of this clause is to provide for the temporary use of land if the use does not compromise future development of the land, or have detrimental economic, social, amenity or environmental effects on the land.

(1) The objective of this clause is to identify development of minimal environmental impact as exempt development.

(2) Development specified in Schedule 2 that meets the standards for the development contained in that Schedule and that complies with the requirements of this Part is exempt development.

(3) To be exempt development, the development:

- (a) must meet the relevant deemed-to-satisfy provisions of the *Building Code of Australia*, and
- (b) must not, if it relates to an existing building, cause the building to contravene the *Building Code of Australia*, and
- (c) must not be designated development, and
- (d) must not be carried out on land that comprises, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977* or that is subject to an interim heritage order under the *Heritage Act 1977*, and
- (e) must not be carried out in an environmentally sensitive area for exempt or complying development (as defined in clause 3.3).

(4) Development that relates to an existing building that is classified under the *Building Code of Australia* as class 1b or class 2-9 is exempt development only if:

- (a) the building has a current fire safety certificate or fire safety statement, or
  - (b) no fire safety measures are currently implemented, required or proposed for the building.
- (4A) A heading to an item in Schedule 2 is taken to be part of that Schedule.

### 3.2 Complying development

Note. Under section 76A of the Act, development consent for the carrying out of complying development may be obtained by the issue of a complying development certificate.

The section states that development cannot be complying development if:

- (a) it is on land that is critical habitat of an endangered species, population or ecological community (identified under the *Threatened Species Conservation Act 1995* or the *Fisheries Management Act 1994*), or
- (b) it is on land within a wilderness area (identified under the *Wilderness Act 1987*), or
- (c) the development is designated development, or
- (d) the development is on land that comprises, or on which there is, an item of environmental heritage (that is listed on the State Heritage Register or in Schedule 5 to this Plan or that is subject to an interim heritage order under the *Heritage Act 1977*), or
- (e) the development requires concurrence (except a concurrence of the Director-General of the Department of Environment and Climate Change in respect of development that is likely to significantly affect a threatened species, population, or ecological community, or its habitat (identified under the *Threatened Species Conservation Act 1995*), or
- (f) the development is on land identified as an environmentally sensitive area.

(1) The objective of this clause is to identify development as complying development.

(2) Development specified in Part 1 of Schedule 3 that is carried out in compliance with:

(a) the development standards specified in relation to that development, and

(b) the requirements of this Part, is complying development.

Note. See also clause 5.8 (3) which provides that the conversion of fire alarms is complying development in certain circumstances.

(3) To be complying development, the development must:

- (a) be permissible, with consent, in the zone in which it is carried out, and
  - (b) meet the relevant deemed-to-satisfy provisions of the *Building Code of Australia*, and
  - (c) have an approval, if required by the *Local Government Act 1993*, from the Council for an on-site effluent disposal system if the development is undertaken on unsewered land.
- (4) A complying development certificate for development specified in Part 1 of Schedule 3 is subject to the conditions (if any) set out in Part 2 of that Schedule.
- (4A) A heading to an item in Schedule 3 is taken to be part of that Schedule.

### 3.3 Environmentally sensitive areas excluded

(1) Exempt or complying development must not be carried out on any environmentally sensitive area for exempt or complying development.

(2) For the purposes of this clause:

*environmentally sensitive area for exempt or complying development* means any of the following:

- (a) the coastal waters of the State,
  - (b) a coastal lake,
  - (c) land to which *State Environmental Planning Policy No 14—Coastal Wetlands* or *State Environmental Planning Policy No 26—Litoral Rainforests* applies,
  - (d) land reserved as an aquatic reserve under the *Fisheries Management Act 1994* or as a marine park under the *Marine Parks Act 1997*,
  - (e) land within a wetland of international significance declared under the Ramsar Convention on Wetlands or within a World heritage area declared under the World Heritage Convention,
  - (f) land within 100 metres of land to which paragraph (c), (d) or (e) applies,
  - (g) land identified in this or any other environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance,
  - (h) land reserved as a state conservation area under the *National Parks and Wildlife Act 1974*,
  - (i) land reserved or dedicated under the *Crown Lands Act 1989* for the preservation of flora, fauna, geological formations or for other environmental protection purposes,
- land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994*

## Part 4 Principal development standards

### 4.1 Minimum subdivision lot size

(1) The objectives of this clause are as follows:

- (a) to provide a minimum lot size for the subdivision of land.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.
- (4A) This clause does not apply in relation to the subdivision of land for the purpose of erecting an attached dwelling or a semi-detached dwelling in a residential zone.

#### 4.6 Exceptions to development standards

- (1) The objectives of this clause are:
- (a) to provide an appropriate degree of flexibility in applying certain development standards to particular development, and
- (b) to achieve better outcomes for and from development by allowing flexibility in particular circumstances.
- (2) Consent may, subject to this clause, be granted for development even though the development would contravene a development standard imposed by this or any other environmental planning instrument. However, this clause does not apply to a development standard that is expressly excluded from the operation of this clause.
- (3) Consent must not be granted for development that contravenes a development standard unless the consent authority has considered a written request from the applicant that seeks to justify the contravention of the development standard by demonstrating: that compliance with the development standard is unreasonable or unnecessary in the circumstances of the case, and
- (a) that there are sufficient environmental planning grounds to justify contravening the development standard.
- (4) Consent must not be granted for development that contravenes a development standard unless:
- (a) the consent authority is satisfied that:
- (i) the applicant's written request has adequately addressed the matters required to be demonstrated by subclause (3), and
- (ii) the proposed development will be in the public interest because it is consistent with the objectives of the particular standard and the objectives for development within the zone in which the development is proposed to be carried out, and
- (b) the concurrence of the Director-General has been obtained.
- (5) In deciding whether to grant concurrence, the Director-General must consider:
- (a) whether contravention of the development standard raises any matter of significance for State or regional environmental planning, and
- (b) the public benefit of maintaining the development standard, and

- (c) any other matters required to be taken into consideration by the Director-General before granting concurrence.
- (6) Consent must not be granted under this clause for a subdivision of land in Zone RU1, RU2, RU3, RU4, RU6, R5, E2, E3 or E4 if:
- (a) the subdivision will result in 2 or more lots of less than the minimum area specified for such lots by a development standard, or
- (b) the subdivision will result in at least one lot that is less than 90% of the minimum area specified for such a lot by a development standard.
- (7) After determining a development application made pursuant to this clause, the consent authority must keep a record of its assessment of the factors required to be addressed in the applicant's written request referred to in subclause (3).
- (8) This clause does not allow consent to be granted for development that would contravene any of the following:
- (a) a development standard for complying development,
- (b) a development standard that arises, under the regulations under the Act, in connection with a commitment set out in a BASIX certificate for a building to which *State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004* applies or for the land on which such a building is situated,
- (c) clause 5.4.

#### 5.11 Bush fire hazard reduction

Bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without consent.

**Note.** The *Rural Fires Act 1997* also makes provision relating to the carrying out of development on bush fire prone land

#### 7.3 Subdivision for residential purposes in Zones RU5 and R5

- (1) This clause applies to:
- (a) land in Zone RU5 Village, and
- (b) land in Zone R5 Large Lot Residential.
- (2) Development consent must not be granted for the subdivision of land to which this clause applies for residential purposes unless the consent authority is satisfied that any public utility infrastructure that is essential for the proposed development is available or that adequate arrangements have been made to make that infrastructure available when required.
- (3) For the purpose of considering the availability of public utility infrastructure in subclause (2), the consent authority must include consideration of the following matters:
- (a) water quality associated with the management of effluent disposal and stormwater,
- (b) the provision of an adequate water supply for drinking and for fire fighting purposes.

(2) Despite any other provision of this Plan, development consent may be granted for development on land in any zone for a temporary purpose for a maximum period of 52 days (whether or not consecutive days) in any period of 12 months.

- (3) Development consent must not be granted unless the consent authority is satisfied that:
- (a) the temporary use will not prejudice the subsequent carrying out of development on the land in accordance with this Plan and any other applicable environmental planning instrument, and
  - (b) the temporary use will not adversely impact on any adjoining land or the amenity of the neighbourhood, and
  - (c) the temporary use and location of any structures related to the use will not adversely impact on environmental attributes or features of the land, or increase the risk of natural hazards that may affect the land, and
  - (d) at the end of the temporary use period the site will, as far as is practicable, be restored to the condition in which it was before the commencement of the use.

## 2.6C Earthworks

(1) The objectives of this clause are as follows:

- (a) to ensure that any earthworks will not have a detrimental impact on environmental functions and processes, neighbouring uses or heritage items and features of the surrounding land,
  - (b) to allow earthworks of a minor nature without separate development consent.
- (3) Development consent is required for earthworks, unless:
- the work is exempt development under this Plan or *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, or
- the consent authority is satisfied the earthworks are of a minor nature. Before granting development consent for earthworks, the consent authority must consider the following matters:
- (a) the likely disruption of, or any detrimental effect on, existing drainage patterns and soil stability in the locality,
  - (b) the effect of the proposed development on the likely future use or redevelopment of the land,
  - (c) the quality of the fill or of the soil to be excavated, or both,
  - (d) the effect of the proposed development on the existing and likely amenity of adjoining properties,
  - (e) the source of any fill material or the destination of any excavated material,
  - (f) the likelihood of disturbing Aboriginal objects or other relics,
  - (g) proximity to and potential for adverse impacts on any watercourse, drinking water catchment or environmentally sensitive area.

## Zone R5 Large Lot Residential

### 1 Objectives of zone

- To provide residential housing in a rural setting while preserving environmentally sensitive locations and scenic quality.

• To ensure that large residential allotments do not hinder the proper and orderly development of urban areas in the future.

- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- To minimise conflict between land uses within the zone and land uses within adjoining zones.
- To facilitate and promote an increased range of residential opportunities by providing for low intensity residential development compatible with the rural characteristics of the locality.
- To encourage subdivision of land that is consistent with the constraints and opportunities of the land.

### 2 Permitted without consent

Home occupations; Roads

### 3 Permitted with consent

Dwelling houses; Home industries; Any other development not specified in item 2 or 4

### 4 Prohibited

Air transport facilities; Airstrips; Animal boarding or training establishments; Attached dwellings; Biosolid waste applications; Boat repair facilities; Business premises; Charter and tourism boating facilities; Correctional centres; Crematoria; Dairies (pasture-based); Electricity generating works; Entertainment facilities; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupation (sex services); Hotel or motel accommodation; Industries; Intensive livestock agriculture; Intensive plant agriculture; Liquid fuel depots; Marinas; Mortuaries; Moveable dwellings; Multi dwelling housing; Nightclubs; Office premises; Passenger transport facilities; Places of public entertainment; Recreation facilities (major); Registered clubs; Residential flat buildings; Restriction facilities; Retail premises; Rural workers' dwellings; Serviced apartments; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wholesale supplies

## Part 3 Exempt and complying development

### 3.1 Exempt development

**Note.** Under section 76 of the Act, exempt development may be carried out without the need for development consent under Part 4 of the Act or for assessment under Part 5 of the Act.

The section states that exempt development:

- (a) must be of minimal environmental impact, and
- (b) cannot be carried out in critical habitat of an endangered species, population or ecological community (identified under the *Threatened Species Conservation Act 1995* or the *Fisheries Management Act 1994*), and
- (c) cannot be carried out in a wilderness area (identified under the *Wilderness Act 1987*).



**Schedule 2 Exempt development**

(Clause 3.1)

**Note 1. State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**

specifies exempt development under that Policy. The Policy has State-wide application. This schedule contains additional exempt development not specified in that policy.

**Note 2.** Exempt development may be carried out without the need for development consent under the Act. Such development is not exempt from any approval, licence, permit or authority that is required under any other Act and adjoining owners' property rights and the common law still apply.

**Advertising structures and displays**

Erection of an advertising structure and display of an advertisement on it, or the display of an advertisement that is not an advertising structure (other than an illuminated sign in a residential zone), in any of the following circumstances:

- (a) the advertisement and any structure are not visible from outside the site on which they are displayed,
  - (b) the advertisement is behind the glass line of a shop window,
  - (c) the advertisement is a public notice displayed by a public authority giving information about a service,
  - (d) the advertisement is a real estate sign advertising that the premises on which it is displayed are for sale or lease, if the advertisement and any associated structure together have a maximum area of 2.5m<sup>2</sup> within Environmental Protection Zones, or 3.5m<sup>2</sup> within all other zones,
  - (e) the advertisement replaces one lawfully displayed on the same structure, the advertisement displays a message relating to the lawful use of the premises on which it is situated, and the advertisement and any associated structure together have:
    - (i) a maximum area of:
      - 0.75m<sup>2</sup> in Zones RU1, RU2, RU5, R1, R2, R5, E2, E3 and E4, or
      - 25% of the front elevation of a building on which it is displayed in Zones B2, B3, B4 and B6, or
      - 2.5m<sup>2</sup> in any other zone, and
    - (ii) a maximum height of either 3m above ground level (existing) or the height of the underside of any awning, whichever is the greater, and
- if the advertisement is suspended from an awning along a public road, it is not lower than 2.5m above ground/pavement level.

**Building alterations for persons with disabilities**

Building alterations to provide sanitary facilities for people with disabilities:

- (a) must be non-structural alterations to the exterior of a building or interior alterations to a building that do not affect the load bearing capacity of any load bearing component of the building, and

(b) must be constructed in accordance with AS 1428.1—2001, *Design for access and mobility—Part 1: General requirements for access—New building work*.

**1. General requirements for access—New building work.****Change of building use and building alterations**

- (1) A new use of a lawfully existing building that continues to comply with all other development consent conditions, if:
  - (a) the new use is consistent with the classification of the building under the *Building Code of Australia* and replaces a former use being carried out in accordance with a development consent, and
  - (b) the existing or new use is not actually or potentially a hazardous or offensive industry, and
  - (c) the new use does not involve the handling, preparation or storage of food for sale or consumption, and
  - (d) the new use is not prohibited by any provision in an environmental planning instrument applying to the land, and
  - (e) the change of use complies with subclauses (2)–(4).
- (2) A change of building use from a shop to an office premises or from an office premises to a shop if the change applies to not more than 200m<sup>2</sup> of floor space.
- (3) A change of building use from a shop to a business premises or from a business premises to a shop, or internal alterations to a shop or a business premises that does not alter the load-bearing capacity of load-bearing components, if:
  - (a) the total floor area of the building does not increase, and
  - (b) not more than 2000m<sup>2</sup> of floor area changes from a business premises to a shop, and
  - (c) the demand for the provision of parking does not increase, and
  - (d) the area of existing landscaping does not change, and
  - (e) the existing hours of operation do not change, and
  - (f) the new use is not for the purpose of restricted premises or sex services premises.
- (4) A change of building use from an industry to a light industry or a light industry to another light industry or internal building alterations to an industrial building with a maximum floor space of 1000m<sup>2</sup> that does not alter the load-bearing capacity of load-bearing components, if:
  - (a) the total floor area of the building does not increase, and
  - (b) the demand for the provision of parking does not increase, and
  - (c) the existing hours of operation do not change, and
  - (d) the area of existing landscaping does not change.

**Demolition**

**Note.** This development is exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. From 27 February 2009 only that Policy applies to the demolition of exempt development under that Policy.

- (1) Demolition of any structure the erection of which would be exempt development under this Plan, or a temporary building the erection of which would be complying development under this Plan.

- (2) Must be carried out in accordance with AS 2601—2001, *Demolition of structures*.
- (3) Maximum area—25m<sup>2</sup>.
- (4) Must not be within 3m of a property boundary or be likely to collapse onto adjoining land or a public place.

#### Filming

- (1) May only be carried out:
- (a) on private land, or
  - (b) in the Sydney Olympic Park within the meaning of the *Sydney Olympic Park Authority Act 2001*, or
  - (c) on Trust lands within the meaning of the *Royal Botanic Gardens and Domain Trust Act 1980*, or
  - (d) on Trust lands within the meaning of the *Centennial Park and Moore Park Trust Act 1983*, or
  - (e) on part of the foreshore area within the meaning of the *Sydney Harbour Foreshore Authority Act 1998*, or
  - (f) on Crown land.
- (2) May only be carried out on land:
- (a) on which there is a heritage item, or
  - (b) within a heritage conservation area, or
  - (c) identified in clause 3.3 as an environmentally sensitive area for exempt development if the filming does not involve or result in any of the following:
    - (i) any changes or additions that are not merely superficial and temporary to any part of a heritage item, a heritage conservation area or an environmentally sensitive area,
    - (ii) the mounting or fixing of any object or article on any part of such an item or area (including any building or structure),
    - (iii) the movement, parking or standing of any vehicle or equipment on or over any part of such an item or area that is not specifically designed for the movement, parking or standing of a vehicle or equipment on or over it,
    - (iv) any changes to the vegetation on, or level of, such an item or area or any changes to any other natural or physical feature of the item or area.
- (3) Must not create significant interference with the neighbourhood.
- (4) The person carrying out the filming must obtain a policy of insurance that adequately covers the public liability of the person in respect of the filming for an amount of not less than \$10,000,000.
- (5) If the filming is carried out on private land, the filming must not be carried out for more than 30 days within a 12-month period at the particular location.
- (6) A filming management plan must be prepared and lodged with the consent authority for the location at least 5 days before the commencement of filming at the location. The plan must contain the following information and be accompanied by the following documents (without limiting the information or documents that may be submitted):
- (a) the name, address and telephone number of the person carrying out the filming (such as a production company) and of the producer for the filming,

- (b) a brief description of the filming to be carried out (for example, a television commercial, a television series, a feature film or a documentary),
- (c) the proposed location of the filming,
  - (d) the proposed commencement and completion dates for the filming at the location,
  - (e) the proposed daily length of filming at the location,
  - (f) the number of persons to be involved in the filming,
  - (g) details of any temporary structures (for example, tents or marquees) to be erected at the location for the purposes of the filming,
  - (h) the type of filming equipment to be used in the filming (such as a hand-held or mounted camera),
  - (i) proposed arrangements for parking vehicles associated with the filming during the filming,
  - (j) whether there will be any disruption to the location of the filming or the surrounding area and the amenity of the neighbourhood (for example, by the discharge of firearms or explosives, the production of offensive noise, vibrations, disruption to traffic flow or the release of smells, fumes, vapour, steam, soot, ash, dust, waste water, gas or oil),
  - (k) whether the filming will involve the use of outdoor lighting or any other special effects equipment,
  - (l) a copy of the public liability insurance policy that covers the filming at the location,
  - (m) a copy of any approval given by a public or local authority to carry out an activity associated with the proposed filming at the location, such as the following:
    - (i) an approval by the Roads and Traffic Authority for the closure of a road,
    - (ii) an approval by the Council for the erection of a temporary structure, closure of a road or a public footpath, or a restriction in pedestrian access,
    - (iii) an approval by the Environment Protection Authority for an open fire,
    - (iv) an approval by the NSW Police Force for the discharge of firearms,
    - (v) an approval by the Department of Lands for the use of Crown land.
- (7) The person carrying out the filming must, at least 5 days before the commencement of filming at the particular location, give notice in writing (by way of a letter-box drop) of the filming to residents within a 50m radius of the location. The notice must contain the following information:
- (a) the name and telephone number of the person carrying out the filming (such as a production company) and of a contact representative of that person,
  - (b) a brief description of the filming to be carried out at the location, and any proposed disruptions to the location or the surrounding area or the amenity of the neighbourhood,
  - (c) the proposed commencement and completion dates for the filming at the location,
  - (d) the proposed daily length of filming at the location.

#### Rainwater tanks

Note. Rainwater tanks are exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. From 27 February 2009 only that Policy applies.

## (1) Must not be installed or erected on land:

- (a) that is within a heritage conservation area or within the curtilage of a heritage item, or
  - (b) that is within 40m of a perennial watercourse identified by a 1:50,000 topographic map held by the Department of Lands, or
  - (c) the surface of which has a slope greater than 18 degrees from the horizontal, or
  - (d) that is a lot within the meaning of the *Strata Schemes (Freehold Development) Act 1973* or the *Strata Schemes (Leasehold Development) Act 1986*.
- (2) Must be located:
- (a) behind the front alignment to the street of the building to which the tank is connected (or in the case of a building on a corner block, behind both the street front and the street side alignments of the building), and at least 450mm from any property boundary.

## (3) Must not be installed or erected:

- (a) over or immediately adjacent to a water main or sewer main unless it is installed in accordance with any requirements of the public authority that has responsibility for the main, or
  - (b) over any structure or fitting used by a public authority to maintain a water main or sewer main, or
  - (c) on a footing of any building or other structure, including a retaining wall.
- (4) The installation or erection of the rainwater tank must not:
- (a) require a tree to be removed, or
  - (b) involve the excavation of more than 1m from the existing ground level, or the filling of more than 1m above the existing ground level.

- (5) Subject to this clause, the capacity of the rainwater tank, or the combined capacity of the tanks, on a lot must not exceed 10,000L (or in the case of a tank or tanks used for an educational establishment, 25,000L).

## (6) The rainwater tank must:

- (a) be designed to capture and store roof water from gutters or downpipes on a building, and
- (b) be fitted with a first-flush device, being a device that causes the initial run-off of any rain to bypass the tank to reduce pollutants entering the tank, and
- (c) be structurally sound, and
- (d) be prefabricated, or be constructed from prefabricated elements that were designed and manufactured for the purpose of the construction of a rainwater tank, and
- (e) be assembled and installed in accordance with the manufacturer's or tank designer's specifications, and
- (f) be installed and maintained (including any stand for the tank) in accordance with any requirements of the public authority that has responsibility for the supply of water to the premises on which the tank is installed, and
- (g) be enclosed, and any inlet to the tank must be screened or filtered, to prevent the entry of foreign matter or creatures, and

(fn) be maintained at all times so as not to cause a nuisance with respect to mosquito breeding or overland flow of water, and

(i) have a sign affixed to it clearly stating that the water in the tank is rainwater.

## (7) The rainwater tank must not:

(a) collect water from a source other than gutters or downpipes on a building or a water supply service pipe, or

(b) exceed 3m in height above ground level, including any stand for the tank.

## (8) Any overflow from the rainwater tank must be directed into an existing stormwater system.

## (9) Any plumbing work undertaken on or for the rainwater tank that affects a water supply service pipe or a water main must be undertaken:

(a) with the consent of the public authority that has responsibility for the water supply service pipe or water main, and

(b) in accordance with any requirements by the public authority for the plumbing work, and

(c) by a licensed plumber in accordance with the *New South Wales Code of Practice for Plumbing and Drainage* produced by the Committee on Uniformity of Plumbing and Drainage Regulations in NSW.

## (10) Any motorised or electric pump used to draw water from the rainwater tank or to transfer water between rainwater tanks:

(a) must not create an offensive noise, and

(b) in the case of a permanent electric pump, must be installed by a licensed electrician.

## Satellite TV dishes

Note. Satellite TV dishes are exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. From 27 February 2009 only that Policy applies.

## (1) Must not be installed or erected:

(a) on land within a heritage conservation area or within the curtilage of a heritage item, or

(b) less than 1m from any easement or sewer main.

## (2) Must be installed or erected wholly within the boundaries of a property.

(3) If roof mounted, must have a diameter not exceeding 90cm (excluding any projecting feed element) and its height at any point must not exceed the highest point of the roof (if the roof is peaked) or 1.2m above the roof (if the roof is flat).

(4) If ground mounted, must have a diameter not exceeding 90cm (excluding any projecting feed element) and its height must not exceed 1.2m above the highest point of the roof of the dwelling on which, or adjacent to which, it is erected.

## (5) If installed or erected on land within a Business or Industrial zone, must comply with the following:

(a) if roof mounted, must have a diameter not exceeding 1.8m (excluding any projecting feed element) and its height at any point must not exceed 1.8m above the highest point of the roof structure,

(12) Driveways must be constructed in accordance with AS/NZS 2890:2004, *Parking facilities* and must include appropriate transition zones.

**Specific conditions—subdivision**

- (1) The development must be carried out generally in accordance with the plans and details submitted with the application.
- (2) The subdivision plan must be prepared by a registered surveyor and show that all existing services are wholly contained within the lot served.

- (b) if ground mounted, must have a diameter not exceeding 1.8m (excluding any projecting feed element) and its height must not exceed 1.8m above the highest point of the roof of any building on which, or adjacent to which, it is erected.
- (e) Must be installed in accordance with the manufacturer's specifications and any relevant standard specified by Standards Australia.
- (7) Must not affect the structural integrity of any building on which it is erected.

#### Tents or marquees used solely for filming purposes

- (1) May only be used in connection with filming that is exempt development.
- (2) Total floor area of all tents or marquees on location at the same time must not exceed 200m<sup>2</sup>.
- (3) Must be located within at least 3m from any boundary adjoining a public road and at least 1m from any other boundary.
- (4) Must have the following number of exits arranged so as to afford a ready means of egress from all parts of the tent or marquee to open space or a road:
  - (a) 1 exit if the floor area of the tent or marquee does not exceed 25m<sup>2</sup>.
  - (b) 2 exits in any other case.
- (5) Width of each exit must be at least:
  - (a) 800mm if the floor area of the tent or marquee is less than 150m<sup>2</sup>, or
  - (b) 1m in any other case.
- (6) Height of the walls must not exceed:
  - (a) 4m if erected on private land, or
  - (b) 5m in any other case.
- (7) Height as measured from the surface on which the tent or marquee is erected to the highest point of the tent or marquee must not exceed 6m.
- (8) Must resist loads determined in accordance with the following Australian and New Zealand Standards entitled:
  - (a) AS/NZS 1170.0:2002, *Structural design actions—General principles*,
  - (b) AS/NZS 1170.1:2002, *Structural design actions—Permanent, imposed and other actions*,
  - (c) AS/NZS 1170.2:2002, *Structural design actions—Wind actions*.
- (9) Must not remain at the location more than 2 days after the completion of the filming at the location.

#### Water heaters (installation or replacement, other than solar hot water systems)

- (1) The structural integrity of the building must not be reduced and no structural alterations must be required.
- (2) Installation must be by an appropriately licensed person.

#### Schedule 3 Complying development

(Clause 3.2)

**Note 1.** *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* specifies complying development and the complying development conditions for that development under that Policy. The Policy has State-wide application.

**Note 2.** Information relevant to this Part is also contained in the Act, the *Environmental Planning and Assessment Regulation 2000*, the *Protection of the Environment Operations Act 1997* and the *Roads Act 1993*.

#### Part 1 Complying development

##### Dwelling-houses

**Note.** This category of complying development does not apply to heritage items listed in Schedule 5.

- (1) Construction of single storey, single domicile dwellings including:
  - (a) detached dwellings, and
  - (b) alterations and additions to existing dwellings, and
  - (c) development ancillary or incidental to existing dwellings, including carports and garages.
- (2) General:
  - (a) lot must be connected to reticulated sewer system, and
  - (b) any earthworks required to change ground level (existing) are limited to the following:
    - (i) not deeper than 600mm,
    - (ii) fill extending beyond the perimeter or footprint of the building not deeper than 400mm,
    - (iii) no fill permitted to change ground level (existing) at the property boundary.
- (3) Siting:
  - (a) any part of the structure must be set back a minimum of 6m from the front boundary, and
  - (b) dwellings facing public streets and accessways must have a front door or window to a habitable room facing the street, and
  - (c) the external wall of any structure must be at least 900mm from the side or rear boundary, and
  - (d) must be a minimum of 675mm between the outside edge of the eaves, gutter or overhang of the dwelling and the side and rear boundaries, and
  - (e) the dwelling together with all outbuildings must not occupy more than two-thirds of the allotment, and
  - (f) must not be in an easement, and
  - (g) must not be over sewer mains or within a distance from a point on the surface over the sewer main equal to the depth of the sewer main.
- (4) Bulk and scale:
  - (a) carports and garages facing a public street or accessway must not be wider than 6m or 50% of the frontage of the subject lot, whichever is the lesser, and
  - (b) the ground floor level of the structure at any point must not be more than 900mm above ground level (existing) and

- (c) the distance between the ground floor level and the underside of the eaves must be no more than 2.7m, and
- (d) for new dwellings, minimum roof pitch is 17.5° and maximum roof pitch is 24° and any openings must be flush with the roof pitch.
- (5) Privacy—windows in a habitable room that provide an outlook to a habitable room window in an adjoining dwelling and are within 9m of the adjoining dwelling must:
- (a) be offset from the edge of each window by a distance of 500mm, or
  - (b) have sill heights of 1.7m above floor level, or
  - (c) have fixed obscure glazing in any part of the window below 1.7m above floor level.
- (6) Shadow—the adjoining property's main private open space area or any habitable rooms must not have hours of sunlight between 9am and 3pm on 21 June (winter solstice) reduced below 4 hours.
- (7) Open space and landscaping:
- (a) minimum of 20% of the site must be soft landscaped (ie other than hard surfaces), and
  - (b) must not have more than one-third of the front setback area paved or sealed, and
  - (c) must not change to natural or ground level (existing) below the dripline of any existing tree, and
  - (d) must not require tree removal.
- (8) Drainage—roof and surface stormwater collected on the site must be drained to a street stormwater drainage system or a legal inter-allotment drainage system.
- (9) Driveways:
- (a) must conform with Goulburn Mulwaree Council's Standards for Engineering Works as in force at the commencement of this Plan, and
  - (b) must be constructed in accordance with AS/NZS 2890:2004, *Parking facilities* and must include appropriate transition zones, and
  - (c) minimum distance from any road intersection—6m.

## Part 2 Complying development certificate conditions

### General conditions—all categories

- (1) The applicant must give any occupier of adjoining premises at least 2 days notice before work begins.
- (2) Before any site works, building or demolition begins the applicant or builder must:
- (a) notify Council of the name, address, telephone number and licence number of the builder, and
  - (b) erect a sign (minimum size 600mm x 450mm) in the front of the property with the builder's name, licence number, site address and complying certificate number, and
  - (c) provide, or ensure the provision of, a temporary on-site toilet, and
  - (d) protect and support any neighbouring buildings, and
  - (e) ensure any adjoining public place is protected from obstruction or inconvenience resulting from the carrying out of the development, and
  - (f) prevent any substance from falling onto a public place.
- (3) The applicant must ensure any damage caused to kerb, guttering or footpath during building operations is rectified to the satisfaction of the Council.

- (4) The applicant must ensure the footpath or road reserve is not used for construction purposes or piling of building materials without the prior consent of the Council.
- (5) The applicant must ensure the following run-off and erosion controls are implemented to prevent soil erosion, water pollution or the discharge of loose sediment on surrounding land:
- (a) diversion of uncontaminated run-off around cleared or disturbed areas,
  - (b) erection of a silt fence to prevent debris escaping into drainage systems or waterways,
  - (c) prevention of tracking of sediment by vehicles onto roads,
  - (d) stockpiling of topsoil, excavated material, construction and landscaping supplies and debris within the site.
- (6) The applicant must ensure that removal or disturbance of vegetation and top soil is confined to within 3m of the approved building or site works area.
- (7) The applicant must ensure the land surrounding any structure is graded to divert surface water to a street stormwater drainage system or a legal inter-allotment drainage system and must be clear of existing and proposed structures and adjoining premises.
- (8) The applicant must ensure that building work is carried out:
- (a) if it is audible in adjoining residential premises—only between 7.00am and 6.00pm Monday to Friday and 8.00am to 1.00pm on Saturday, and
  - (b) in any other case—only between 7.00am and 6.00pm Monday to Friday and 8.00am to 5.00pm on Saturday, and
  - (c) no work is to be undertaken on Sunday or a public holiday.
- (9) A survey report prepared by a registered surveyor must be given to the principal certifying authority for the following development:
- (a) all new dwellings,
  - (b) dwelling additions with a boundary setback less than 1.2m,
  - (c) outbuildings with a boundary setback less than 1.0m,
  - (d) buildings with a floor level or swimming pools with a coping level more than 750mm above ground level (existing),
  - (e) swimming pools with a boundary setback less than 2m, detailing the relevant location, floor level or coping level of the structure for the purpose of checking compliance with the approved plans. The required report must be provided once the location of external walls or outer structure edge and relevant levels are established and before construction proceeds above floor level or the filling of a pool with water.
- (10) Driveways and vehicle entries must conform with Goulburn Mulwaree Council's Standards for Engineering Works as in force at the commencement of this Plan.
- (11) Driveways must be a minimum of 6m from any road intersection.



Locked Bag No. 22  
GOULBURN NSW 2580

**SECTION 149 (5) PLANNING CERTIFICATE**  
*Environmental Planning and Assessment Act 1979*

**NAME OF APPLICANT:** GALLAND ELDER LULHAM SOLICITORS  
**APPLICANT'S REFERENCE:** PRC/JB:24663  
**ADDRESS:** 18-26 MONTAGUE STREET, GOULBURN NSW 2580  
**OWNER OF PROPERTY:** NOLA D KING  
**STREET NO:** 251 **STREET:** ADDISON STREET  
**DP:** 204572 **SECTION:** ~ **LOT:** 1 **LOCALITY:** GOULBURN

At the date of this certificate, Council is aware of the following matters affecting the above mentioned land (other than those matters set out in schedule 4 of the Environmental Planning and Assessment Regulation 2000).

(A) Does the land have frontage to a Classified Road and consequently affected by clause 3.3.6, 4.1.6, 6.4.2 & 6.4.3 of Goulburn Mulwaree Development Control Plan 2009?	NO
(B) Is the land affected by Height of Buildings restrictions and consequently affected by clause 4.3 of Goulburn Mulwaree Local Environmental Plan 2009?	NO
(C) Is the land affected by Floor Space Ratio restrictions and consequently affected by clause 4.4 and 4.5 of Goulburn Mulwaree Local Environmental Plan 2009?	NO
(D) Does the land adjoin a zone boundary and consequently affected by clause 5.3 of Goulburn Mulwaree Local Environmental Plan 2009?	YES
(E) Is development consent required for tree clearing pursuant to clause 5.9 of Goulburn Mulwaree Local Environmental Plan 2009?	NO
(F) Is the Land located within the Urban Release Area and consequently affected by clause 6.1, 6.2 & 6.3 of Goulburn Mulwaree Local Environmental Plan 2009?	NO
(G) Is the land located within Environmentally Sensitive Land – Bio Diversity and affected by clause 7.2 Goulburn Mulwaree Local Environmental Plan 2009?	NO

Date: 7 OCTOBER 2009  
 Fee Paid \$60.00  
 Receipt No. 97076

  
 GLENN WALKER

**SENIOR ENVIRONMENTAL HEALTH & BUILDING SURVEYOR**

**5.3 Development near zone boundaries**

(1) The objective of this clause is to provide flexibility where the investigation of a site and its surroundings ..... reveals that a use allowed on the other side of a zone boundary would enable a more logical and appropriate development of the site and be compatible with the planning objectives and land uses for the adjoining zone.

(2) This clause applies to so much of any land that is within the relevant distance of a boundary between any 2 zones. The relevant distance is 50 metres.

(3) This clause does not apply to:

- (a) land zoned RE1 Public Recreation, E1 National Parks and Nature Reserves, E2 Environmental Conservation, E3 Environmental Management or W1 Natural Waterways, or
- (b) land within the coastal zone, or
- (c) land proposed to be developed for the purpose of sex services or restricted premises.

(4) Despite the provisions of this Plan relating to the purposes for which development may be carried out, consent may be granted to development of land to which this clause applies for any purpose that may be carried out in the adjoining zone, but only if the consent authority is satisfied that:

- (a) the development is not inconsistent with the objectives for development in both zones, and
- (b) the carrying out of the development is desirable due to compatible land use planning, infrastructure capacity and other planning principles relating to the efficient and timely development of land.

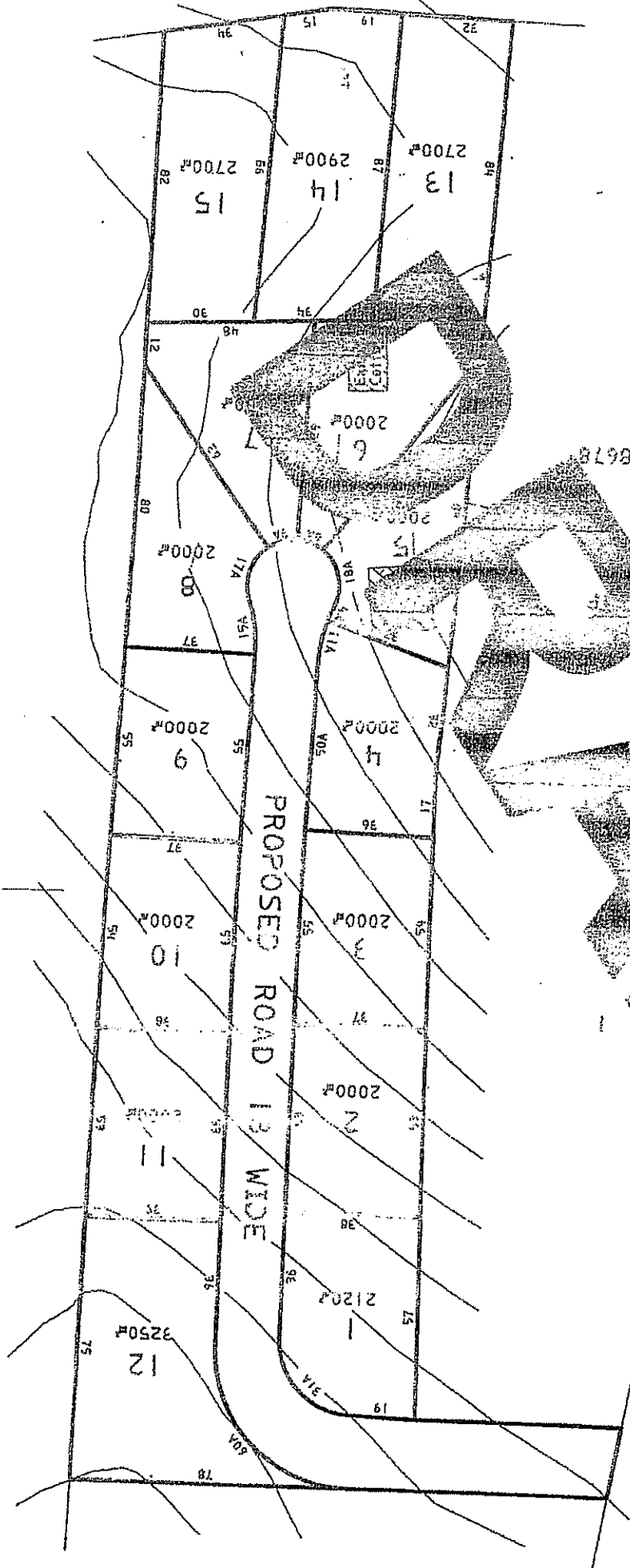
(5) The clause does not prescribe a development standard that may be varied under this Plan.



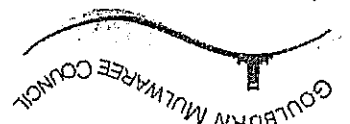
STREET

ADDISON

2



ROSSVILLE RC



**Drainage Diagram**

Applicant: GALLAND ELDER LULHAM SOLICITORS

Property Address: 251 ADDISON STREET, GOULBURN

Date Plan Issued: 7 OCTOBER 2009

Depth: ~



Junction: ~ (From Downstream Manhole.)

Issued By: MAGGIE

Application Number: PLAN/0340/0910

Applicants Reference: PRC/JB:24663



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