

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	WITHOUT THE INTERVENTION OF AN AGENT	
co-agent		
vendor	GREATER HUME COUNCIL 39 Young Street, HOLBROOK NSW 2644	
vendor's solicitor	POGSON CRONIN KERR Solicitors & Notary 315 Urana Road, LAVINGTON NSW 2641	phone: 02 6049 4400 email: erin@pcksolicitors.com.au ref: 240994
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	28 JACOB WENKE DRIVE, WALLA WALLA NSW 2659 Lot 86 Plan DEPOSITED PLAN 1283527 Folio Identifier 86/1283527	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			

exclusions
purchaser

purchaser's
solicitor

price
deposit
balance _____ (10% of the price, unless otherwise stated)

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____ Vendor</p> <p>_____ Vendor</p>	<p>Signed by</p> <p>_____ Purchaser</p> <p>_____ Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4) PEXA

Manual transaction (clause 30) ☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

Land tax is adjustable ☒ NO ☐ yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name: **Greater Hume Council**

Supplier's ABN: **44 970 341 154**

Supplier's GST branch number (if applicable):

Supplier's business address: **39 Young Street, Holbrook NSW 2644**

Supplier's representative: **earnold@greaterhume.nsw.gov.au**

Supplier's contact phone number: **02 6036 0100**

Supplier's proportion of **GSTRW payment**: **1/11th of the price**

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

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

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

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

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

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

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to the off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60</p>
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HOLDER OF STRATA OR COMMUNITY SCHEME 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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the 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).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and populate an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- Purchaser**
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW* remittance payable;
 - *GSTRW* payment; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

28 JACOB WENKE DR WALLA WALLA NSW 2682

ADDITIONAL CLAUSES (VACANT LAND)

33 INTERPRETATION & AMENDMENTS TO PRINTED CLAUSES

- 33.1** In the event of any inconsistency between the terms of these Additional Clauses and the Printed Clauses these Additional Clauses will apply to the extent of any inconsistency.
- 33.2** The Printed Clauses shall be amended as follows:-
- Clause 5.2.3** is deleted
- Clause 7.1.1** – delete “5%” and substitute “0.5%”.

34 NOTICE TO COMPLETE

- 34.1** A notice to complete given by either party shall be sufficient as to time if a period of fourteen (14) days from service of the notice is allowed for compliance.
- 34.2** The Purchaser agrees that he will be liable for and must pay on demand an amount of \$330.00 (inclusive of GST) for the legal costs incurred by the Vendor in issuing the notice to complete, which sum is to be allowed by the Purchaser in favour of the Vendor as an additional adjustment on completion.

35 LIQUIDATED DAMAGES

- 35.1** It is an essential term of this Contract that if the Purchaser defaults in payment of the balance of the price or any part of it or any other amount payable by the Purchaser to the Vendor on completion, then the Purchaser shall pay to the Vendor on completion interest on the amount in default at the rate of ten percent (10%) computed at a daily rate from the day immediately after the completion date to the day on which this sale is completed.

36 CANCELLED OR RE-ARRANGED SETTLEMENT

It is an essential term of this Contract that in the event that settlement does not take place at the scheduled time due to the default of the Purchaser or the Purchaser's mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this contract, the Purchaser must pay an additional \$110.00 (inclusive of GST) on settlement, being legal costs incurred by the Vendor as a consequence of the cancelled or re-arranged settlement, which sum is to be allowed by the Purchaser in favour of the Vendor as an additional adjustment on completion.

37 DEATH OR INCAPACITY

If before completion any Vendor or Purchaser should die, become mentally ill, enter into a scheme, make an assignment for the benefit of creditors or, if a company, go into liquidation or receivership, then the other party may rescind this contract and Clause 19 shall apply.

38 CONDITION OF PROPERTY

- 38.1** The parties agree and acknowledge that the property is sold in its present condition and state of repair and as it stands in every respect and subject to any defects whether latent or patent and the Vendor shall not be bound by any advertisement or representation made or given by the agent or any third party on behalf of the Vendor at any time.
- 38.2** The parties further agree and acknowledge that this agreement shall be and represent the sole terms of the agreement between them and the Purchaser agrees not to make any objection, requisition or claim for compensation in that regard.

39 DIRECTOR'S GUARANTEE

- 39.1** The Purchaser agrees that it will procure its directors to sign the deed of guarantee attached to this contract simultaneously with the company's execution of this contract.
- 39.2** The purchaser agrees and acknowledges that any failure to comply with clause 38.1 constitutes a breach of this contract by the purchaser which shall entitle the vendor at its discretion to terminate the contract.

GUARANTEE & INDEMNITY

PARTIES

Name:

Address:

Called: The Vendor

Name:

Address:

Called: The Guarantor

BACKGROUND

- A. The Vendor is the Vendor named in the Contract to which this guarantee and indemnity is attached ("the Contract").
- B. In consideration of the Vendor entering into the Contract the Guarantor has agreed to guarantee the Purchaser's performance of the Contract and indemnify the Vendor against any loss suffered by the Vendor as a result of the Purchaser failing to perform its obligations under the Contract.
- C. This guarantee and indemnity is dated on the same day of the Contract.

OPERATIVE PART

1. Guarantee

The Guarantor guarantees to the Vendor:

- 1.1. the payment of all money payable by the Purchaser under the Contract; and
- 1.2. the performance of the Purchaser's other obligations under the Contract.

2. Indemnity

The Guarantor indemnifies the Vendor against any loss that it suffers because:

- 2.1. the Purchaser does not pay on time any money payable under the Contract;
- 2.2. the Purchaser does not perform on time any other obligation under the Contract;
- 2.3. any payment by the Purchaser is void or voidable; or
- 2.4. the Vendor cannot recover any money because of operation of law.

3. Principal obligation

Each obligation of the Guarantor is:

- 3.1. a principal obligation; and
- 3.2. independent of any other obligation.

4. Joint and several liability

If there is more than one Guarantor then:

- 4.1. each of them is individually liable; and
- 4.2. all of them are jointly liable.

5. Guarantor performance

- 5.1. The Guarantor acknowledges that if the Vendor:
 - 5.1.1. makes a demand for payment under the Contract to the Vendor or anybody else which the Purchaser has failed to pay, he will immediately and unconditionally make that payment in accordance with the Vendor's direction, and
 - 5.1.2. calls for performance of any obligation to be performed by the Purchaser under the Contract which the Purchaser has failed to perform, he will immediately and unconditionally perform that obligation in accordance with the Vendor's direction.
- 5.2. The Guarantor acknowledges that the Vendor is not obliged to make a demand or call for performance of any obligation by the Purchaser before, or as a condition precedent to, the vendor exercising its rights under clause 5.1.1 or 5.1.2.

6. Continuing security

- 6.1. This guarantee and indemnity is a continuing security for the whole of the Purchaser's obligations to the Vendor under the Contract.
- 6.2. The Guarantor is not discharged from liability under this guarantee and indemnity until the Purchaser has completed all its obligations under the Contract or the Vendor releases the Guarantor from its obligations under this guarantee and indemnity, whichever is the latter.

7. Unconditional liability

- 7.1. The Guarantor's liability is unconditional and is not affected by anything which might otherwise affect such liability under law relating to sureties including:
 - 7.1.1. any extension, variation, supplement, novation, replacement, failure, loss, abandonment, impairment, assignment or assumption of or in respect of the Contract;
 - 7.1.2. any concession, release, discharge, agreement not to sue, waiver or extension of time granted by the Vendor to the Purchaser;
 - 7.1.3. the Contract being wholly or partly unenforceable;
 - 7.1.4. a person named as a Guarantor failing to execute or properly execute this guarantee and indemnity;
 - 7.1.5. any prejudice (including material prejudice) to the Guarantor because of an act or omission by the Vendor;
 - 7.1.6. the Vendor breaching the Contract;
 - 7.1.7. the Vendor failing to give notice to the Guarantor of a default under the Contract;
 - 7.1.8. the Vendor exercising, not exercising or delaying in exercising its rights or powers;

- 7.1.9. the Vendor receiving a dividend, distribution or other payment on the insolvency of the Purchaser;
- 7.1.10. the death, incapacity or insolvency of the Purchaser; or
- 7.1.11. a judgment against any person.
- 7.2. This clause applies even if:
 - 7.2.1. one or more of the above events imposes additional obligations on the Guarantor;
 - 7.2.2. any person does not know of or consent to any of the above events; or
 - 7.2.3. there is a rule of law or equity to the contrary.

8. No obligation to inform Guarantor

The Vendor is not obliged to inform the Guarantor about anything including:

- 8.1. the financial condition or other affairs of the Purchaser; or
- 8.2. the obligations of the Guarantor under this guarantee and indemnity.
- 8.3. the obligations of the Purchaser under the Contract.

Executed as a deed

Signed by [GUARANTOR NAME] in the)
presence of:)
)

.....
Signature of witness

.....
Full name of witness
(BLOCK LETTERS)

**Certificate pursuant to Section 66W
of the Conveyancing Act 1919 (NSW)**

I,

of

Solicitor, certify as follows:

- (a) I am a solicitor currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of the property

from

to

in order that there is no cooling off period in relation to that contract.
- (c) I do not act for the vendors and am not employed in the legal practice of a solicitor acting for the Vendors nor am I a member or employee of a firm of which a solicitor acting for the vendors is a member or employee.
- (d) I have explained to the purchasers:
 - (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of the certificate;
 - (iii) the effect of giving the certificate to the vendor, ie that there is no cooling off period in relation to the contract.

.....
Solicitor



FOLIO: 86/1283527

SEARCH DATE	TIME	EDITION NO	DATE
15/4/2024	3:31 PM	1	13/10/2023

LAND

LOT 86 IN DEPOSITED PLAN 1283527
AT WALLA WALLA
LOCAL GOVERNMENT AREA GREATER HUME SHIRE
PARISH OF WALLA WALLA COUNTY OF HUME
TITLE DIAGRAM DP1283527

FIRST SCHEDULE

GREATER HUME SHIRE COUNCIL

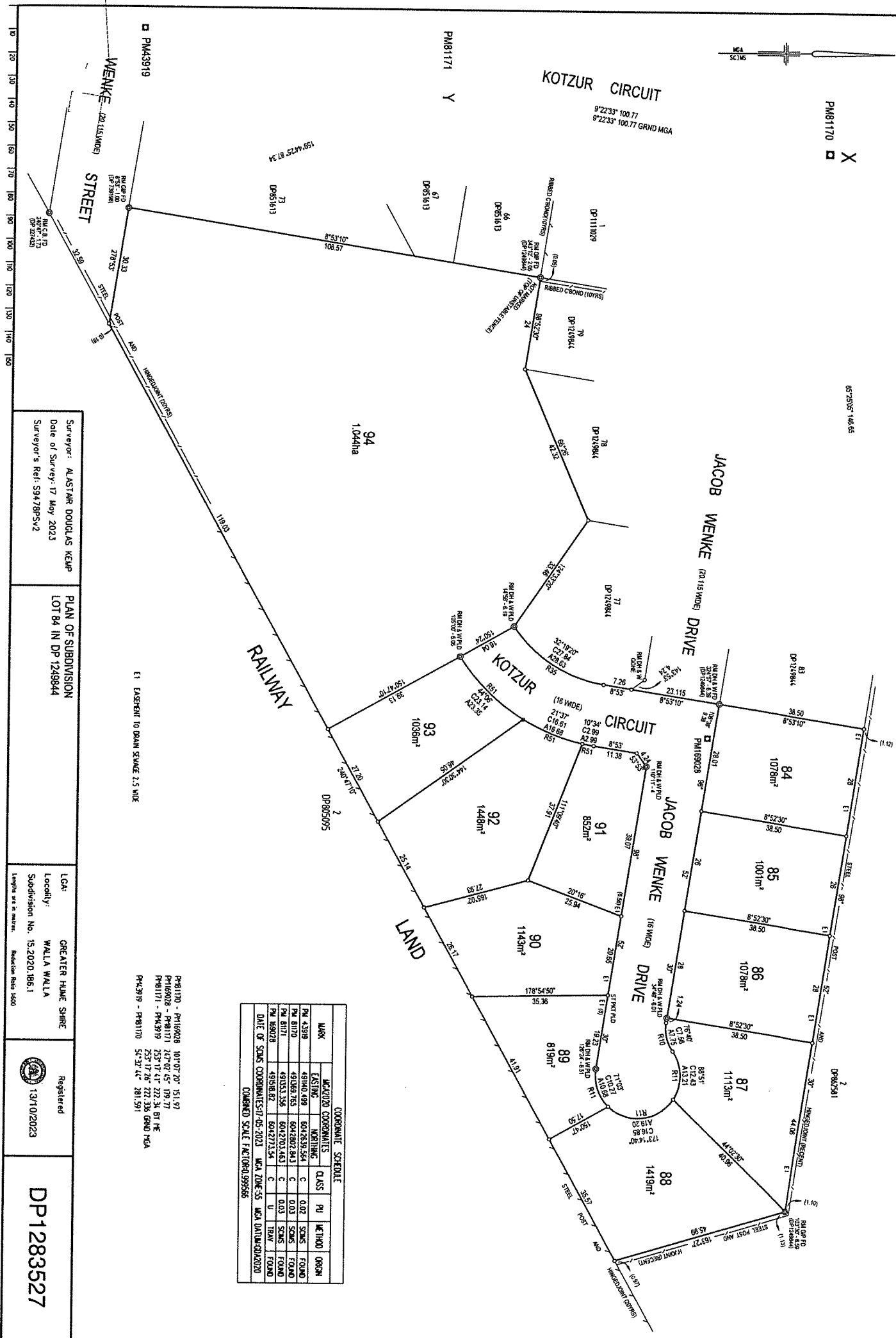
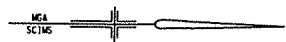
SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP851613 EASEMENT TO DRAIN SEWAGE 2.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1283527 EASEMENT TO DRAIN SEWAGE 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



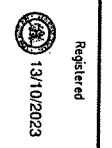
COORDINATE SCHEDULE				
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PM 8170	49104.089	6042802.843	C	0.03 SCANS FOUND
PM 8171	49103.356	6042703.463	C	0.03 SCANS FOUND
PM 89028	49106.87	6042723.54	C	U TRAV FOUND
DATE OF SCANS COORDINATES: 05-2023 LGA ZONE: 55 LGA DATUM: GDA2020				
COMBINED SCALE FACTOR: 0.99556				

PM81170 - PM169028 101°07'20" 151.97
 PM169028 - PM81171 247°02'45" 179.77
 PM81171 - PM43919 253°17'47" 222.34 BY RE
 PM43919 - PM81170 54°37'47" 281.591


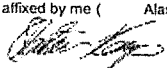
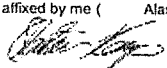
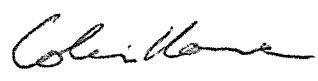
Surveyor: ALASTAIR DOUGLAS KEMP
 Date of Survey: 17 May 2023
 Surveyor's Ref: 59478PSV2

PLAN OF SUBDIVISION
 LOT 64 IN DP 1249844

LGA: GREATER HUME SHIRE
 Locality: WALLA WALLA
 Subdivision No. 15,2020,186.1
 Lengths are in metres.
 Reduction Ratio: 1:600



DP1283527

PLAN FORM 6_E (2020)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<div>Registered:  13/10/2023</div> <div>Title System: TORRENS</div>		<div>Office Use Only</div> <div>Office Use Only</div> <div>DP1283527</div>	
<div>PLAN OF SUBDIVISION</div> <div>LOT 84 IN DP1249844</div>		<div>LGA: GREATER HUME SHIRE</div> <div>Locality: WALLA WALLA</div> <div>Parish: WALLA WALLA</div> <div>County: HUME</div>	
<div>Survey Certificate</div> <div>I, ALASTAIR DOUGLAS KEMP</div> <div>of Oxley & Co. 45 Ovens Street, Wangaratta VIC 3677</div> <div>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</div> <div>(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 17-May-2023</div> <div>(b) Partial Survey</div> <div>(c) Compilation</div> <div>Datum Line: X - Y</div> <div>Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/></div> <div>Electronic signature affixed by me ( Alastair D. Kemp)</div> <div>Signature:  Dated: 03-Aug-2023</div> <div>Surveyor Identification No: 1421</div> <div>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></div>		<div>Crown Lands NSW/Western Lands Office Approval</div> <div>I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</div> <div>Signature: _____</div> <div>Date: _____</div> <div>File Number: _____</div> <div>Office: _____</div> <div>Subdivision Certificate</div> <div>I, Colin Kane</div> <div>certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</div> <div>Signature: </div> <div>Registration number: BD0878</div> <div>Consent Authority: GREATER HUME COUNCIL</div> <div>Date of endorsement: 08-Aug-2023</div> <div>Subdivision Certificate number: 15.2020.186.1</div> <div>File number: 10.2020.186.1</div>	
<div>Plans used in the preparation of survey.</div> <div>DP851613</div> <div>DP862581</div> <div>DP1249844</div>		<div>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</div> <div>IT IS INTENDED TO DEDICATE JACOB WENKE DRIVE AND KOTZUR CIRCUIT TO THE PUBLIC AS PUBLIC ROAD</div>	
<div>Surveyor's Reference: S9478PSv2</div> <div>Signatures, Seals and Section 88B Statements should appear on the following sheet(s)</div>			

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



13/10/2023

Office Use Only

Office Use Only

PLAN OF SUBDIVISION

LOT 84 IN DP1249844

Subdivision Certificate number: 15.2020.186.1

Date of Endorsement: 08-Aug-2023

DP1283527

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO;

1. CREATE EASEMENT TO DRAIN SEWAGE 2.5 WIDE

If space is insufficient use additional annexure sheet

Surveyor's Reference: S9478PSv2

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



13/10/2023

Office Use Only

Office Use Only

PLAN OF SUBDIVISION

LOT 84 IN DP1249844

DP1283527

Subdivision Certificate number: 15.2020.186.1

Date of Endorsement: 08-Aug-2023

This sheet is for the provision of the following information as required:

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- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
84		24	JACOB WENKE	DRIVE	WALLA WALLA
85		26	JACOB WENKE	DRIVE	WALLA WALLA
86		28	JACOB WENKE	DRIVE	WALLA WALLA
87		30	JACOB WENKE	DRIVE	WALLA WALLA
88		31	JACOB WENKE	DRIVE	WALLA WALLA
89		29	JACOB WENKE	DRIVE	WALLA WALLA
90		27	JACOB WENKE	DRIVE	WALLA WALLA
91		25	JACOB WENKE	DRIVE	WALLA WALLA
91		31	KOTZUR	CIRCUIT	WALLA WALLA
92		29	KOTZUR	CIRCUIT	WALLA WALLA
93		27	KOTZUR	CIRCUIT	WALLA WALLA
94		NA	NA	NA	WALLA WALLA

If space is insufficient use additional annexure sheet

Surveyor's Reference: S9478PSv2

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



13/10/2023

Office Use Only

Office Use Only

PLAN OF SUBDIVISION

LOT 84 IN DP1249844

DP1283527

Subdivision Certificate number: 15.2020.186.1

Date of Endorsement: 08-Aug-2023

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Greater Hume Shire Council

Council by its authorised delegate pursuant to s.377 Local Government Act, 1993.

Signature of delegate :

Name of delegate : COLIN KANE

I certify that I am an eligible witness and that the delegate signed in my presence.

Signature of Witness :

Name of Witness : BARBARA CAMPBELL

Address of Witness : 40 BALFOUR STREET CULCAIN

Surveyor's Reference: S9478PSv2

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1283527**

Plan of SUBDIVISION

LOT 84 IN DP1249844

covered by Subdivision Certificate No.

15.2020.186.1

dated 08-Aug-2023

Full name and address

Greater Hume Shire Council

of the owner of the land:

(ABN 44 970 341 154)

PO BOX 99, Holbrook NSW 2644

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain sewage 2.5 wide	84,85,86,87,89,90,91	Greater Hume Shire Council

.....
Attesting Witness

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: DP1283527

Plan of SUBDIVISION LOT 84 IN DP1249844


covered by Subdivision Certificate No.

15.2020.186.1

dated 08-Aug-2023

Part 2 (Terms)

Statutory Terms are adopted for all statutory interest(s).


.....
Attesting Witness

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1283527**

Plan of SUBDIVISION LOT 84 IN DP1249844

covered by Subdivision Certificate No.

15.2020.186.1

dated 08-Aug-2023


Greater Hume Shire Council

Council by its authorised delegate pursuant to s.377 Local Government Act, 1993.

Signature of delegate : 


Name of delegate : COLIN KANE

I certify that I am an eligible witness and that the delegate signed in my presence.

Signature of Witness : 

Name of Witness : BARBARA CAMPBELL

Address of Witness : 40 BALFOUR STREET CULCAIN


.....
Attesting Witness

(Sheet 3 of 3 Sheets)

REGISTERED:



13/10/2023

10931/3363/CHECKLIST M.P.D

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

290	300	310	320	330	340	350	360	370	380	390
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

M.P.D.

1997/3365/CHECKLIS

INSTRUMENT SETTING OUT EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919 (AS AMENDED).

Lengths are in metres.

(Sheet 1 of 7 Sheets)

PART I

DP 851613

Plan of Subdivision of Lot
121 on Deposited Plan No.
739198 in the Local
Government area of Culcairn
Parish of Walla Walla
County of Hume and covered
by General Manager's
Certificate No.10/95
of 1995.

Full Name and Address
of the Proprietor of the
Land:

THE COUNCIL OF THE SHIRE OF
CULCAIRN of Balfour Street,
Culcairn in the State of New
South Wales.

1. Identity of Easement firstly referred to in the
abovementioned Plan:

Easement to drain water 2.5
wide.

Schedule of Lots Affected:

Lots Burdened:

52

53

54

55

56

68

69

70

Lots and Authority Benefited:

The Council of the Shire of
Culcairn

52 and The Council of the Shire
of Culcairn

52,53 and The Council of the
Shire of Culcairn

52,53,54 and The Council of the
Shire of Culcairn

52,53,54,55 and The Council of
the Shire of Culcairn

73 and The Council of the Shire
of Culcairn

73,68 and The Council of the
Shire of Culcairn

73,68,69 and The Council of the
Shire of Culcairn

INSTRUMENT SETTING OUT EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919 (AS AMENDED).

Lengths are in metres.

(Sheet 2 of 7 Sheets)

DP 851613

Plan of Subdivision of Lot
121 on Deposited Plan No.
739198 in the Local
Government area of Culcairn
Parish of Walla Walla
County of Hume and covered
by General Manager's
Certificate No. 10/95
of 1995.

2. Identity of Easement secondly referred to in the
abovementioned Plan:

Easement to Drain Sewage
2.5 wide.

Schedule of Lots Affected:

Lots Burdened:

Lots and Authority Benefited:

57

58 and The Council of the
Shire of Culcairn

59

The Council of the Shire of
Culcairn

60

59 and The Council of the Shire
of Culcairn

61

59,60 and The Council of the
Shire of Culcairn

62

59,60,61, Lot 122 on Deposited
Plan No.739198 and The Council
of the Shire of Culcairn

63

59,60,61,62,64,65,66,67,73, Lot
122on Deposited Plan No.739198
and The Council of the Shire of
Culcairn.

64

65,66,67,73, Lot 122 on
Deposited Plan No. 739198 and
The Council of the Shire of
Culcairn

65

66,67,73, Lot 122 on Deposited
Plan No. 739198 and The Council
of the Shire of Culcairn

INSTRUMENT SETTING OUT EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919 (AS AMENDED).

Lengths are in metres.

(Sheet 3 of 7 Sheets)

DP 851613

Plan of Subdivision of Lot
121 on Deposited Plan No.
739198 in the Local
Government area of Culcairn
Parish of Walla Walla
County of Hume and covered
by General Manager's
Certificate No. 10/95
of 1995.

- | | |
|----|---|
| 66 | 67,73 and The Council of the
Shire of Culcairn |
| 67 | 73 and The Council of the Shire
of Culcairn |
| 71 | 72 and The Council of the Shire
of Culcairn |
| 72 | The Council of the Shire of
Culcairn |

3. Identity of Easement thirdly referred to in the
abovementioned Plan:

Easement to Drain Sewage
3.5 wide.

Schedule of Lots Affected:

<u>Lot Burdened:</u>	<u>Lots and Authority Benefited:</u>
56	57,58 and The Council of the Shire of Culcairn

4. Identity of Easement fourthly referred to in the
abovementioned Plan:

Easement for Substation
Purposes 3 wide.

Schedule of Lots Affected:

<u>Lot Burdened:</u>	<u>Lots and Authority Benefited:</u>
51	The Southern Riverina County Council

INSTRUMENT SETTING OUT EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919 (AS AMENDED).

Lengths are in metres.

(Sheet 4 of 7 Sheets)

DP 851613

Plan of Subdivision of Lot
121 on Deposited Plan No.
739198 in the Local
Government area of Culcairn
Parish of Walla Walla
County of Hume and covered
by General Manager's
Certificate No. 10/95
of 1995.

5. Identity of Restrictions fifthly referred to in the
abovementioned Plan:

Restrictions on Use.

Schedule of Lots Affected:

Lots Burdened:

52 to 72 inclusive

Authority Benefited:

The Council of the Shire of
Culcairn

PART II

1. Name of Authority Empowered to Release, Vary or Modify
the Easements firstly, secondly and thirdly referred to
in the abovementioned Plan:

The Council of the Shire of
Culcairn or its successors.

2. Terms of Easement fourthly referred to in the
abovementioned Plan:

Full and free right leave liberty and licence for the
Southern Riverina County Council (hereinafter called "the
Council") and its successors to instal all necessary
structures and equipment (including transformers and
underground transmission mains, wires and cables) for the
purposes of the underground transmission of electricity
together with the rights of ingress to and egress from
the said Easement for the purposes of inspection,
maintaining, repairing, replacing and/or removing such
structures and equipment or any part or parts thereof and
for any of the purposes aforesaid for the Council and
every person authorised by it to enter into and upon the
said Easement or any part thereof at all reasonable times
and to remain there for any reasonable time with
surveyors workmen vehicles things or persons and to bring
and place and leave thereon or remove therefrom all
necessary material machinery implements and things

INSTRUMENT SETTING OUT EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919 (AS AMENDED).

Lengths are in metres.

(Sheet 5 of 7 Sheets)

DP 851613

Plan of Subdivision of Lot
121 on Deposited Plan No.
739198 in the Local
Government area of Culcairn
Parish of Walla Walla
County of Hume and covered
by General Manager's
Certificate No. 10/95
of 1995.

provided that the Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any structure of any kind or description on or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface undersurface or subsoil thereof without the Council's permission in writing being first had and obtained PROVIDED that anything permitted by the Council under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Council and to the reasonable satisfaction of the Engineer of the Council for the time being.

3. Name of Authority Empowered to Release, Vary or Modify the Easement fourthly referred to in the abovementioned Plan:

The Southern Riverina County
Council or its successors.

4. Terms of Restriction on Use fifthly referred to in the abovementioned Plan:

- (a) No main building erected on the lot affected shall be constructed of materials other than brick, brick veneer, brick composite construction, stone, concrete, cement-rendered, compacted-earth or mud-brick or any combination of the same as regards the external walls;
- (b) No roof of any main building erected on the lot affected shall be constructed of material other than tiles, slate, suitably coloured pre-bonded metal decking or other non-reflective material;

INSTRUMENT SETTING OUT EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919 (AS AMENDED).

Lengths are in metres.

(Sheet 6 of 7 Sheets)

Plan:

D.P. 851613

Plan of Subdivision of Lot
121 on Deposited Plan No.
739198 in the Local
Government area of Culcairn
Parish of Walla Walla
County of Hume and covered
by General Manager's
Certificate No. 10/95
of 1995.

- (c) No main building erected on the lot affected shall be used for any purpose other than a dwelling house;
 - (d) No portion of any main building erected on the lot affected shall be erected within a distance of 7.5 metres from the alignment of the street to which the lot has frontage and, additionally, with respect to corner lots, no main building erected on the lot affected shall be erected within a distance of 3.5 metres from the alignment of the street to which the lot has a second frontage. For the purposes of this clause a lot shall not be deemed to be a corner lot if it has a frontage only to a cul-de-sac or if it has frontages only to a cul-de-sac and pathway. For the further purposes of this clause the expression "a second frontage" shall be deemed to refer to the frontage to which the main dwelling erected on the lot does not face.
 - (e) No claim shall be brought against The Council of the Shire of Culcairn arising out of or relating to the cost of the erection of a fence along the common boundary of the lot affected and any adjoining land for the time being owned by The Council of the Shire of Culcairn.
5. Name of Authority Empowered to Release, Vary or Modify the Restrictions on Use fifthly referred to in the abovementioned Plan:

The Council of the Shire
of Culcairn or its
successors

INSTRUMENT SETTING OUT EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919 (AS AMENDED).

Lengths are in metres.

(Sheet 7 of 7 Sheets)

Plan: D.P. 851613

Plan of Subdivision of Lot
121 on Deposited Plan No.
739198 in the Local
Government area of Culcairn
Parish of Walla Walla
County of Hume and covered
by General Manager's
Certificate No. 10/95
of 1995.

THE COMMON SEAL of THE COUNCIL OF THE
SHIRE OF CULCAIRN was hereunto affixed
on the 21st day of JULY 1995
in pursuance of a resolution passed by
the Council on the 20th day of
APRIL 1995.

.....*Gregory M. Cooper*.....Mayor

.....*[Signature]*.....General Manager

REGISTERED



3.8.1995



Greater
Hume
Council

All correspondence
PO Box 99 Holbrook NSW 2644

P 02 6036 0100 or 1300 653 538
E mail@greaterhume.nsw.gov.au
greaterhume.nsw.gov.au

ABN 44 970 341 154

Section 10.7(2) Planning Certificate

Certificate No. 5817

Our Ref: 10140408:P52264-457: Parcel No: 24390TB
Your Ref: 240994
Fee: \$67.00
Receipt No: A/c
Date Issued: 16.4.24

Applicant:

Infotrack - Title Searches
GPO Box 4029
SYDNEY NSW 2001

The land:

Lot: 86 DP: 1283527
28 Jacob Wenke Drive
WALLA WALLA 2659
Parcel Number: 24390

The following Information is provided in respect of the abovementioned land in accordance with section 10.7(2) of the *Environmental Planning and Assessment Act 1979*

1. Names of relevant planning instruments and DCPs

(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.	<p>Greater Hume Local Environmental Plan 2012, an electronic version is available at: https://legislation.nsw.gov.au/browses/inforce#/epi/title/q.</p> <p>Refer to Appendix A for a list of relevant State Environmental Planning Policies (SEPPs) or deemed SEPPs.</p> <p><i>Greater Hume Development Control Plan 2013</i> applies.</p>
(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act that will apply to the carrying out of development on the land.	Nil relevant.

2. Zoning and land use under relevant planning instruments	
The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—	
(a) the identity of the zone, whether by reference to – (i) a name (such as “Residential Zone” or “Heritage Area”) or (ii) a number (such as “Zone No. 2 (a)”);	RU5 Village Zone.
(b) (b)the purposes for which development in the zone— (i) may be carried out without development consent, and (ii) may not be carried out except with development consent, and (iii) is prohibited,	Refer to Appendix B for relevant zone Land Use Table information.
(c) whether additional permitted uses apply to the land,	
(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,	Nil relevant.
(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 ,	Greater Hume Council is not aware that this land is in an area of outstanding biodiversity value.
(f) whether the land is in a conservation area however described,	Nil relevant.
(g) whether an item of environmental heritage, however described, is located on the land.	Nil relevant.
3. Contributions plans	
(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans	Greater Hume Council Section 7.12 Development <i>Contributions Plan 2023</i> .
(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.	The land is not in a special contributions area.
4. Complying development	
(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 , because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4); 1.18(1)(c3) or 1.19	Refer to Appendix F .
(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.	Refer to Appendix F .

<p>(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—</p> <p>(a) a restriction applies to the land, but it may not apply to all of the land, and</p> <p>(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	<p>Refer to Appendix F.</p>
<p>5. Exempt development</p>	
<p>(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.</p>	<p>Exempt development may be carried out under each of the exempt development codes under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p>
<p>6. Affected building notices and building product rectification orders</p>	
<p>(1) Whether the council is aware that—</p> <p>(a) an affected building notice is in force in relation to the land, or</p> <p>(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or</p> <p>(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.</p> <p>(2) In this section— affected building notice has the same meaning as in the <i>Building Products (Safety) Act 2017</i>, Part 4. building product rectification order has the same meaning as in the <i>Building Products (Safety) Act 2017</i>.</p>	<p>Council is not aware of any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in relation to the land to which this Certificate applies.</p>
<p>7. Land reserved for acquisition</p>	
<p>Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.</p>	<p>Clause 5.1 of the GHLEP 2012 makes provision for the acquisition of land by Council and other relevant State Authorities. At the time of issuing this</p>

	Certificate the land subject of this certificate has not been identified for acquisition in the <i>GHLEP 2012</i> and accompanying LEP Maps.
8. Road widening and road realignment	
Whether the land is affected by road widening or road realignment under— (a) the <i>Roads Act 1993</i> , Part 3, Division 2, or (b) an environmental planning instrument, or (c) a resolution of the council.	Nil relevant.
9. Flood related development controls	
(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.	Nil relevant.
(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.	Nil relevant.
10. Council and other public authority policies on hazard risk restrictions	
(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding. (2) In this section— adopted policy means a policy adopted— (a) by the council, or (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.	Council has adopted the following policy that may restrict development on the land subject of this Certificate: Contaminated Land Management Policy – 20/12/2023
11. Bush fire prone land	
(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land. (2) If none of the land is bush fire prone land, a statement to that effect.	Some of the land is identified as being bushfire prone land.
12. Loose-fill asbestos insulation	
If the land includes residential premises, within the meaning of the <i>Home Building Act 1989</i> , Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.	Nil relevant.
13. Mine subsidence	
Whether the land is declared to be a mine subsidence district, within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i> .	Nil relevant.

14. Paper subdivision information	
(1) The name of a development plan adopted by a relevant authority that— (a) applies to the land, or (b) is proposed to be subject to a ballot.	Nil relevant.
(2) The date of a subdivision order that applies to the land.	Nil relevant.
(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.	
15. Property vegetation plans	
If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003 , Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.	Nil relevant.
16. Biodiversity stewardship sites	
If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the <i>Biodiversity Conservation Act 2016</i> , Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.	None that Council is aware of.
17. Biodiversity certified land	
If the land is biodiversity certified land under the Biodiversity Conservation Act 2016 , Part 8, a statement to that effect.	None that Council is aware of.
18. Orders under Trees (Disputes Between Neighbours) Act 2006	
Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified of the order.	Nil relevant.
19. Annual charges under <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works	
(1) If the <i>Coastal Management Act 2016</i> applies to the council	Nil relevant.
20. Western Sydney Aerotropolis	
(1) Whether under State Environmental Planning Policy (Precincts—Western Parkland City) 2021 , applies to the council	Nil relevant.
21. Development consent conditions for seniors housing	
If State Environmental Planning Policy (Housing) 2021 , Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).	Nil relevant.
22. Site compatibility certificates and development consent conditions for affordable rental housing	
(1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate— (a) the period for which the certificate is current, and (b) that a copy may be obtained from the Department.	Nil relevant.
(2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).	Nil relevant.
(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1)	Nil relevant.

Additional matters to be specified in a planning certificate as per Section 290 of the <i>Environmental Planning and Assessment Regulation 2021</i>	
<i>Contaminated Land Management Act 1997</i> Section 59(2) –	
(a) that the land to which the certificate relates is significantly contaminated land—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,	Nil relevant.
(b) that the land to which the certificate relates is subject to a management order—if it is subject to such an order at the date when the certificate is issued,	Nil relevant.
(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal—if it is the subject of such an approved proposal at the date when the certificate is issued,	Nil relevant.
(d) that the land to which the certificate relates is subject to an ongoing maintenance order—if it is subject to such an order at the date when the certificate is issued,	Nil relevant.
(e) that the land to which the certificate relates is the subject of a site audit statement—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	Nil relevant.

Bush fire prone land
If the land is identified as bush fire prone land at Item 11 of this certificate, it is advised that development of the property may be subject to the requirements of <i>Planning for Bushfire Protection</i> (Rural Fire Service, 2019) and/or <i>Australian Standard 3959:2018: Construction of buildings in bushfire-prone areas</i> . Further information is available at www.rfs.nsw.gov.au
Loose-fill asbestos insulation
Further to Item 12 of this certificate, if the land is not identified in the register maintained by NSW Fair Trading and the land contains a dwelling house constructed prior to 1980, it is recommended that any potential purchaser of the land obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in that building and, if so, the health risks (if any) this may pose to the building's occupants. Further information is available at www.fairtrading.nsw.gov.au
On-site sewerage management systems
If the land has a dwelling house and/or shed and this building is connected to a septic tank system i.e. an On-site Sewerage Management System (OSSM system), it is advised that Council has a municipal compliance monitoring program involving periodic inspections of these systems. To assist prospective purchasers of land with OSSM systems assessing the operational performance of these systems, Council staff are available to undertake pre-purchase inspections of these systems as per Council adopted Fees & Charges Schedule. To arrange an inspection Council can be contacted on 02 6036 0100 during business hours.



Colin Kane
Director Environment and Planning
 GREATER HUME COUNCIL

19 April 2024

Appendix A

State Environmental Planning Policies – applicable to the Greater Hume Council local government area

- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Resources and Energy) 2021*
- *State Environmental Planning Policy (Primary Production) 2021*
- *State Environmental Planning Policy (Sustainable Buildings) 2022*

Appendix B

RU5 Village Zone

Greater Hume Local Environmental Plan 2012

Land Use Table

1. Objectives of zone
<ul style="list-style-type: none"> To provide for a range of land uses, services and facilities that are associated with a rural village. To protect the amenity of residents.
2. Permitted without consent
Environmental protection works; Home occupations; Roads.
3. Permitted with consent
<p>Agricultural produce industries; Amusement centres; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Commercial premises; Community facilities; Correctional centres; Depots; Dwelling houses; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Forestry; Freight transport facilities; Function centres; General industries; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Information and education facilities; Jetties; Light industries; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Neighbourhood shops; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Respite day care centres; Restricted premises; Schools; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tank-based aquaculture; Tourist and visitor accommodation; 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; Water supply systems; Wharf or boating facilities; Wholesale supplies.</p>
4. Prohibited
Farm stay accommodation; Rural workers' dwellings; Any other development not specified in item 2 or 3.

Note: Development terms are defined in the Dictionary of the *Greater Hume Local Environmental Plan 2012*.

APPENDIX F

Response to Question 4(1)													
Code				RU5									
Part 3 - Housing				No									
Part 3A- Rural				No									
Part 3B- Low Rise				Yes									
Part 3C- Greenfield				No									
Part 3D- Inland				Yes									
Part 4 - Housing				Yes									
Part 4A- General				Yes									
Part 5- Industrial				Yes									
Part 5A- Industrial				No									
Part 5B- Container				No									
Part 6- Subdivisions				Yes									
Part 7- Demolition				Yes									
Part 8- Fire Safety				Yes									
Part 9- Agritourism				No									

Response to Question 4(2)(3)

Code	Yes	No
Part 3 - Housing Code	Complying Development under the <i>Housing Code</i> may be carried out on the land, subject to complying with relevant standards under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> and subject to compliance with Note1	Complying Development under the <i>Housing Code</i> may not be carried out on the land as the land is identified in a zone under an environmental planning instrument where this code does not apply.
Part 3A- Rural Housing Code	Complying Development under the <i>Rural Housing Code</i> may be carried out on the land, subject to complying with relevant standards under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> and subject to compliance with Note1.	Complying Development under the <i>Rural Housing Code</i> may not be carried out on the land as the land is identified in a zone under an environmental planning instrument where this code does not apply.
Part 3B- Low Rise Medium Density Housing Code	Complying Development under the <i>Low Rise Medium Density Housing Code</i> may be carried out on the land, subject to complying with relevant standards under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> and subject to compliance with Note1.	Complying Development under the <i>Low Rise Medium Density Housing Code</i> may not be carried out on the land as the land is identified in a zone under an environmental planning instrument where this code does not apply.

Response to Question 4(1)		
<i>Part 3C- Greenfield Housing Code</i>	Complying Development under the <i>Low Rise Medium Density Housing Code</i> may be carried out on the land, subject to complying with relevant standards under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> and subject to compliance with Note1.	Complying Development under the <i>Greenfield Housing Code</i> may not be carried out on the land as the land is not identified as a Greenfield Housing Code Area in the Greenfield Housing Code Area Map.
<i>Part 3D- Inland Code</i>	Complying Development under the <i>Inland Code</i> may be carried out on the land, subject to complying with relevant standards under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> and subject to compliance with Note1	Complying Development under the <i>Inland Code</i> may not be carried out on the land as the land is identified in a zone under an environmental planning instrument where this code does not apply.
<i>Part 4 - Housing Alterations Code</i>	Complying Development under the <i>Housing Alterations Code</i> may be carried out on the land, subject to complying with relevant standards under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> .	Complying Development under the <i>Housing Alterations Code</i> may not be carried out on the land as the land is identified in a zone under an environmental planning instrument where this code does not apply.
<i>Part 4A- General Development Code</i>	Complying Development under the <i>General Development Code</i> may be carried out on the land, subject to complying with relevant standards under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> .	Complying Development under the <i>General Development Code</i> may not be carried out on the land as the land is identified in a zone under an environmental planning instrument where this code does not apply.
<i>Part 5- Industrial and Business Alterations Code</i>	Complying Development under the <i>Commercial and Industrial Alterations Code</i> may be carried out on the land, subject to complying with relevant standards under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> .	Complying Development under the <i>Commercial and Industrial Alterations Code</i> may not be carried out on the land as the land is identified in a zone under an environmental planning instrument where this code does not apply.
<i>Part 5A- Industrial and Business Buildings Code</i>	Complying Development under the <i>Commercial and Industrial (New Buildings and Additions) Code</i> may be carried out on the land, subject to complying with relevant standards under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> .	Complying Development under the <i>Commercial and Industrial (New Buildings and Additions) Code</i> may not be carried out on the land as the land is identified in a zone under an environmental planning instrument where this code does not apply.
<i>Part 5B- Container Recycling Facilities Code</i>	Complying Development under the <i>Container Recycling Facilities Code</i> may be carried out on the land, subject to complying with relevant standards under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> .	Complying Development under the <i>Container Recycling Facilities Code</i> may not be carried out on the land as the land is identified in a zone under an environmental planning instrument where this code does not apply.

<i>Part 6- Subdivisions Code</i>	Complying Development under the <i>Subdivisions Code</i> may be carried out on the land, subject to complying with relevant standards under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> .	Complying Development under the <i>Subdivisions Code</i> may not be carried out on the land as the land is identified in a zone under an environmental planning instrument where this code does not apply.
<i>Part 7- Demolition Code</i>	Complying Development under the <i>Demolition Code</i> may be carried out on the land, subject to complying with relevant standards under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> .	Complying Development under the <i>Demolition Code</i> may not be carried out on the land as the land is identified in a zone under an environmental planning instrument where this code does not apply.
<i>Part 8- Fire Safety Code</i>	Complying Development under the <i>Fire Safety Code</i> may be carried out on the land, subject to complying with relevant standards under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> .	Complying Development under the <i>Fire Safety Code</i> may not be carried out on the land as the land is identified in a zone under an environmental planning instrument where this code does not apply.
<i>Part 9- Agritourism and Farm Stay Accommodation Code</i>	Complying Development under the <i>Agritourism and Farm Stay Accommodation Code</i> may be carried out on the land, subject to complying with relevant standards under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> .	Complying Development under the <i>Agritourism and Farm Stay Accommodation Code</i> may not be carried out on the land as the land is identified in a zone under an environmental planning instrument where this code does not apply.

Note -1

The development must not be carried out on— (d) land that is subject to a biobanking agreement under Part 7A of the [Threatened Species Conservation Act 1995](#) or a property vegetation plan approved under the [Native Vegetation Act 2003](#), refer to Section 16.

- (d1) land that is subject to a private land conservation agreement under the [Biodiversity Conservation Act 2016](#) or that is a set aside area under section 60ZC of the [Local Land Services Act 2013](#), refer to Section 16.
- (e) land identified by an environmental planning instrument as being—
 - (ii) within a river front area, or

River front area means:

river means the Murray River and Billabong Creek.

river front area means—

- (a) in Zone R2 Low Density Residential, Zone R5 Large Lot Residential or Zone RU5 Village—the land within 40 metres of the top of the bank of the river or the full supply level of Lake Hume, or
- (b) in Zone RU1 Primary Production, Zone RU3 Forestry, Zone RU4 Primary Production Small Lots, Zone W1 Natural Waterways or Zone W2 Recreational Waterways—the land within 100 metres of the top of the bank of the river or the full supply level of Lake



Policy No: 105

Policy Title: Right To Farm Policy

Section Responsible: Environment & Planning

Minute No: 2183

Review Date: 31 December 2012

POLICY OBJECTIVE

Greater Hume Shire is predominantly a rural shire and much of its local economy is built on the strength and viability of the many rural and agricultural industries operating in the shire. On this basis, this policy outlines Council's position on the 'right to farm' and the many issues associated with farming that may be impinged upon by urban expansion or expectations.

RELATED LEGISLATION

The Protection of the Environment Operations Act provides the legislative framework within which all activities with regard to noise, odour, pollution, etc. must comply.

POLICY STATEMENT

When conflict arises between landowners undertaking genuine agricultural pursuits and non agricultural/occupiers, Council's position on the 'right to farm' as outlined as follows shall be considered when dealing with issues and passed onto complainants.

Greater Hume Shire Council supports the right of persons to carry out legitimate and compliant rural and agricultural uses and practices on rural land.

Greater Hume Shire Council will not support any action to interfere with the legitimate rural and agricultural use of land where the activity is in accordance with relevant legislation.

When an inquiry is made by an intending rural land purchaser or landholder, the person is advised the legitimate rural and agricultural uses of land may include:

- Logging and milling of timber
- Livestock feed lots
- Piggeries/poultry farming
- Dairies

RIGHT TO FARM POLICY

- Dogs barking
- Noise from cattle and other livestock
- Intensive livestock waste disposal systems and ponds
- Burning of stubble
- Clearing and cultivation of land
- The growing of any agricultural crop or pasture species including those that may produce detectable aromas or pollens, e.g. canola and lucerne
- Bushfire hazard reduction burning
- Construction of firebreaks
- Construction of dams, drains and contour banks
- Fencing
- Use of agricultural machinery (tractors, chainsaws, motor-bikes, etc.)
- Pumping and irrigation
- Herbicide spraying
- Pesticide spraying
- Aerial spraying
- Animal husbandry practices (castration, dehorning, etc.)
- Driving livestock on roads
- Fodder production
- Construction of access roads and tracks
- Slashing and mowing vegetation
- Planting of woodlots
- Extractive industries
- Stockyards
- Traffic on unsealed rural roads

Such rural activities are likely to cause nuisance in respect of noise, odours, dust, spray emissions, smoke, vibration, blasting, etc. during 24 hours including early mornings and late evenings.

Intending purchasers and owners of rural land who consider they may have difficulty in living with the above practices being carried out on adjacent or nearby land should seriously consider their position.

POLICY DOCUMENT CONTROL

Right To Farm Policy	First adopted	Date 17Feb10 Min 2183
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**Greater
Hume
Council**

All correspondence
PO Box 99 Holbrook NSW 2644

P 02 6036 0100 or 1300 653 538
E mail@greaterhume.nsw.gov.au
greaterhume.nsw.gov.au

ABN 44 970 341 154

Applicant:

Infotrack - Title Searches
GPO Box 4029
SYDNEY NSW 2001

Subject land:

Lot: 86 DP: 1283527
28 Jacob Wenke Drive
WALLA WALLA 2659
Greater Hume Shire NSW

Drainage Plan – No Records

Further to the application for the above plan received at Council on 16 April 2024, it is advised that Council does not have any record of a drainage plan for the subject land.

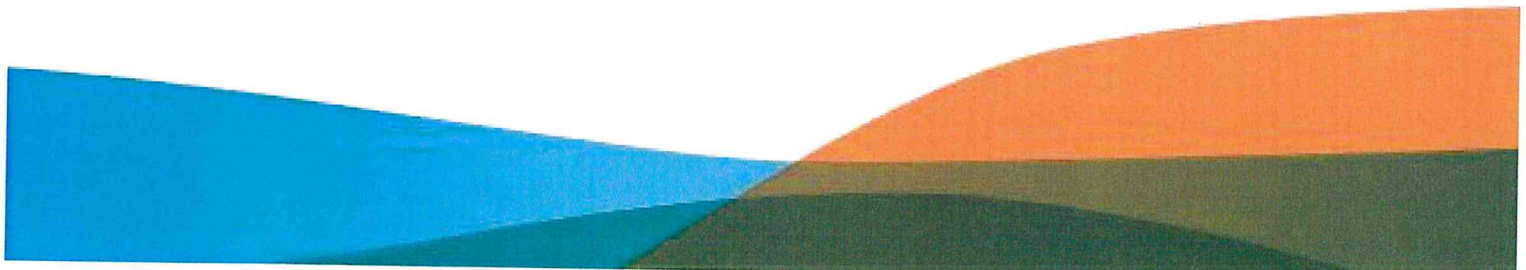
A diagram showing the location of Council's sewer main located in proximity to the subject land is enclosed for your information. The location of this service is indicative only.

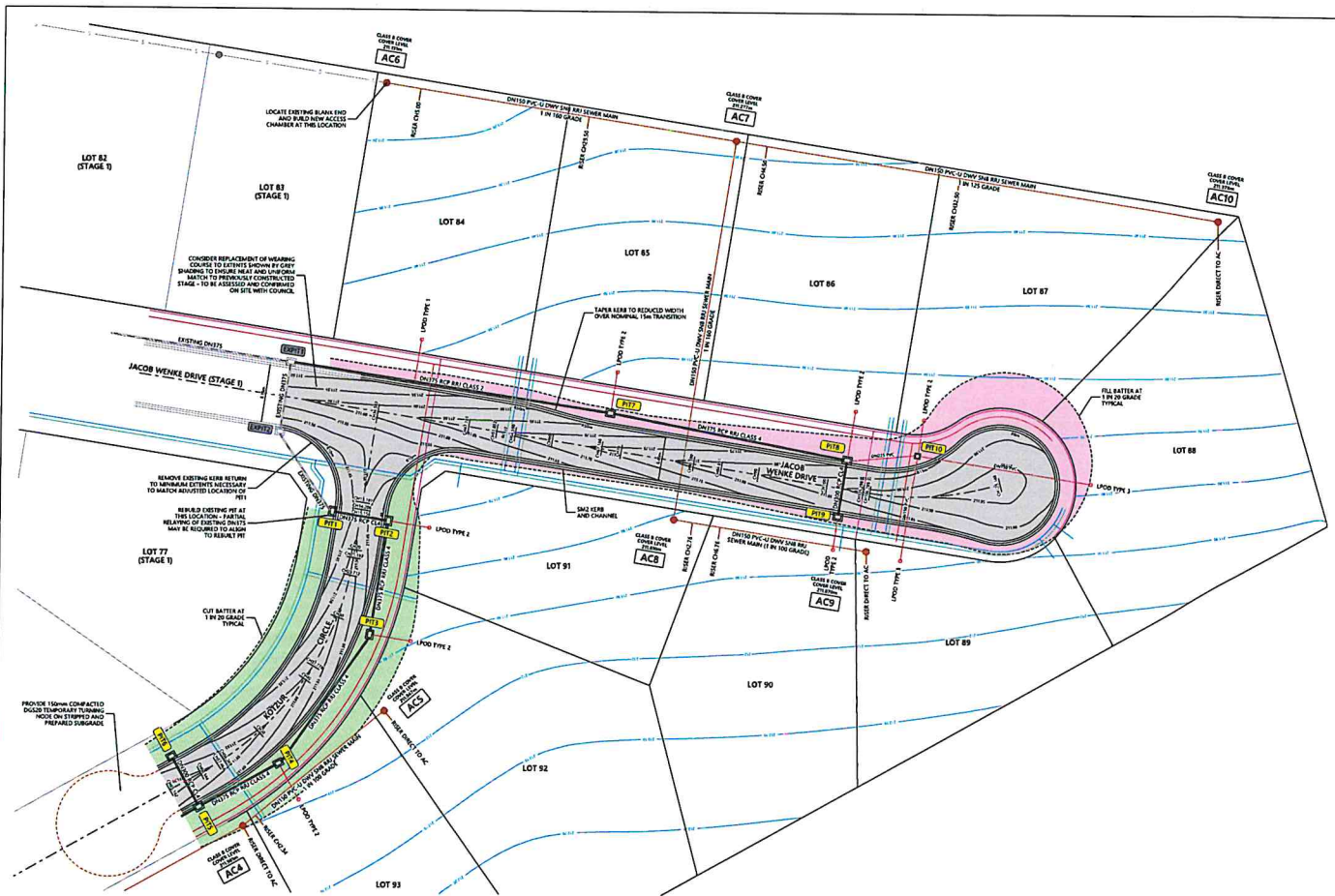
Colin Kane
Director Environment and Planning
GREATER HUME SHIRE COUNCIL

Enc

19 April 2024

Our Ref: 10140408:P52264-457: Parcel No: 24390TB
Your Ref: 240994
Fee: \$35.00
Receipt No: A/c
Date Issued: 16.4.24





OXLEY + CO
SURVEYORS ENGINEERS PLANNERS
DEVELOPMENT CONSULTANTS
40 POWER STREET, MELBOURNE VIC 3000
03 9571 4333 | mel@oxley.co.au | admin@oxley.co.au

REFERENCE: **S9478**
VERSION: **2**
DATE: **MAY 2022**

LAYOUT PLAN
SUBDIVISION
JACOB WENKE DRIVE STAGE 2
WALLA WALLA


PRINT SCALE: 1:2500 m / mm USER: K04ky MODEL: A04 PP Layout 1

NOTATIONS:

1. LEVELS ARE IN METRES TO AUSTRALIAN HEIGHT DATUM (MAD)
2. LENGTHS ARE IN METRES UNLESS OTHERWISE NOTED



SHEET 4 OF 18 SHEETS

<p>SCALE</p>  <p>LENGTHS ARE IN METRES</p>	<table><tr><th>SCALE</th><th>SHEET SIZE</th></tr><tr><td>1:250</td><td>A1</td></tr></table>	SCALE	SHEET SIZE	1:250	A1
SCALE	SHEET SIZE				
1:250	A1				