

MEANING OF TERM
 WHK Commercial
 323 Keira Street Wollongong, NSW 2500

NSW DAN:
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co-agent

vendor Helen Louca
Unit 3, 109-111 President Avenue, MIRANDA, NSW 2229

vendor's solicitor	LegalMinded Pty Ltd	phone: 0410931602
	PO BOX 25 KEIRAVILLE NSW 2500	email: info@legalminded.com.au
		ref: SS006725

date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	3 - 7 SAY ST EAST WAGGA WAGGA NSW 2650 LOT 15 DEPOSITED PLAN 255148, LOT 14 DEPOSITED PLAN 255148 and LOT 13 DEPOSITED PLAN 255148 Folio Identifier 15/255148, 14/255148 & 13/255148	

☐ VACANT POSSESSION ☒ subject to existing tenancies

improvements ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☒ other: Factory and workshop

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

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

inclusions

<input 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 checked="" type="checkbox"/> other: Items listed in Schedule 1 of Registered Lease AT646394 where still in situ			

exclusions
purchaser

**purchaser's
solicitor**

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

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

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>Helen Louca</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</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>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</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>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

ChoicesVendor 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
(GST residential withholding 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:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW* payment:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
<p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60

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

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 <i>served</i> 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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

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

3-7 SAY ST EAST WAGGA WAGGA NSW 2650

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN **Helen Louca**

(Vendor)

AND

(Purchaser)

PROPERTY: 3-7 Say Street, EAST WAGGA WAGGA New South Wales 2560

33. Amendments to printed clauses

- (a) **Clause 2.4** is amended by deleting the words 'cash (up to \$2,000) or';
- (b) **Clause 6.1** is deleted;
- (c) **Clause 6.2** is deleted;
- (d) **Clause 7.1.1** is amended by replacing the words '5% of the price' with '1% of the price';
- (e) **Clause 8.1.1** is amended by deleting the words 'on reasonable grounds' and inserting the words 'or claim' after the word 'requisition';
- (f) **Clause 16.5** is amended by deleting the words 'plus another 20% of that fee';
- (g) **Clause 16.7** is amended by deleting the words 'by cash (up to \$2,000) or';
- (h) **Clause 16.8** is deleted;
- (i) **Clause 16.9** is amended by inserting the words 'or Purchaser's solicitor' after the words 'Purchaser' where it appears;
- (j) **Clause 16.12** is amended deleting the words 'by reasonable notice' and 'but the vendor must pay the purchaser's additional expenses including any agency or mortgage fee';
- (k) **Clause 23.5.2** is amended by deleting the words 'but is disclosed in this contract';
- (l) **Clause 23.6** is amended by deleting the words 'and is not disclosed in this contract';
- (m) **Clause 23.13** is deleted.
- (n) **Clause 23.14** is deleted.
- (o) **Clause 23.15** is amended by inserting the words 'The purchaser must serve the certificate on the Vendor at least 5 days prior to the date for

completion' as a new sentence beginning at the end of the first sentence ending at 'certificate.'

(p) **Clause 25** is deleted.

34. Inconsistency

If there is any inconsistency between the printed clauses and the special conditions, then these special conditions will prevail.

35. Severability

Each clause, sub-clause and special condition of this Contract is severable from each other clause, sub-clause and special condition. If any clause, sub-clause or special condition is found to be invalid or unenforceable, it will not affect the validity or enforceability of any other clause, sub-clause or special condition.

36. Notice to complete

- (a) In the event that either party fails to complete this contract by the completion date, then the other party shall be entitled at any time thereafter, to serve a notice to complete, requiring the other party to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties.
 - (b) In the event that the Purchaser fails to complete this contract within the time specified herein, and the Vendor is ready and willing to complete, then the Purchaser will pay the sum of \$330.00 to cover reasonable legal costs incurred by the Vendor's Solicitor in preparing and issuing a notice to complete, by way of an additional adjustment on completion.
 - (c) For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
-

37. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

38. Purchaser acknowledgements

The Purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations, dilapidation and encroachments;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Relying on their own inspections, knowledge and enquiries and does not rely on any warranties or representations made to the Purchaser by the Vendor or on behalf of the Vendor; and
- (f) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The Purchaser agrees not to seek, terminate, rescind, or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.

39. Improvements

The Purchaser acknowledges that:

- (a) any improvements erected on the property are being sold in their present state of repair and condition, including any defects, latent or patent, infestations or encroachments;
- (b) the Purchaser buys the property relying on the Purchaser's own inspection, knowledge and enquiries and that the Purchaser does not rely on any warranties or representations made to the Purchaser by or on behalf of the Vendor in respect of any improvements on the property; and
- (c) the Purchaser cannot rescind, make an objection, requisition or claim upon the Vendor to effect any work, repair or treatment or delay completion of this Contract on account of any want of repair, incomplete works, or dilapidation, or infestation to the improvements erected on the property, or any encroachments by or upon the land or ask for any rubbish to be removed from the premises.

40. Inclusions

- (a) The Purchaser acknowledges that they have inspected the inclusions (if any) referred to on the front page of this Contract and the Purchaser is purchasing the same in their present state and condition of repair subject to fair wear and tear and without relying on any representations as to quality or fitness for any purpose.
- (b) The Purchaser cannot rescind, make an objection, requisition or claim upon the Vendor to effect any work, repair or treatment or delay completion of this Contract on account of any want of repair to the inclusions.

41. Late completion

In the event that completion is not effected on the nominated day due to the Purchaser's default, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the Purchaser is ready, willing and able to complete and the Vendor is not.

42. Agent

The Purchaser warrants that they were not introduced to the Vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the Vendors agent, if any, referred to in this contract, and the Purchaser agrees that they will at all times indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the Purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

43. Swimming pool

- (a) If the property has a swimming pool, the Vendor does not warrant that the swimming pool complies with the Swimming Pools Act 1992 or any regulations prescribed under that act and regulations.
- (b) The Purchaser cannot make any objection, requisition or claim or rescind or terminate if the swimming pool on the property does not comply with the Swimming Pools Act 1992.
- (c) The Purchaser agrees that after completion the Purchaser will comply with the requirements of the act and regulations including but not limited to access to the swimming pool and the erection of a warning notice.No

44. Building Certificate

This contract is not conditional upon the issue of a certificate under section 6.25 of the Environmental Planning and Assessment Act in respect of the whole or any part of the property and the Purchaser will not require the Vendor to make application for or produce the certificate or do anything to comply with the requirements of Local Council relating to the certificate.

45. Foreign Takeovers Act 1975

- (a) The Purchaser warrants that:
 - (i) if the Purchaser is a natural person, he ordinarily resides in Australia; and

- (ii) whether the Purchaser is a natural person or a corporation, the Foreign Takeovers Act 1975 (Cth) does not apply to the Purchaser or to this purchase, as the law currently applies or might apply, in compliance with the announcement of the Treasurer on 19 September 1987.
- (b) In the event that the Foreign Takeovers Act 1975 (Cth) does apply to the Purchaser and this purchase, in breach of the warranty in this clause, the Purchaser agrees to indemnify and compensate the Vendor in respect of any loss, fine, damage, penalty or legal costs incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

46. Release of deposit for payment of a deposit and stamp duty

The Purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the Vendor's agent to release to the Vendors such part of the deposit moneys as the Vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the Vendors negotiate to purchase between the date hereof and the date of settlement hereof.

47. Deposit bond

- (a) The word bond means the deposit bond issued to the Vendor at the request of the Purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the Vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The Purchaser must pay the amount stipulated in the bond to the Vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the Vendor.
- (d) If the Vendor serves on the Purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the Purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

48. Reduced Deposit

If the Vendor agrees to accept a reduced deposit together with any other rights or benefits accruing to the Vendor hereunder, it is hereby agreed that, in the event that the Purchaser shall default in carrying out his obligations in this Contract, notwithstanding the provisions in Clause 9, the Vendor shall have the right to demand and receive from the Purchaser the amount that represents the difference between the deposit paid and ten (10) percent of the purchase price recovered from the purchaser as a liquidated debt.

49. Contamination

- (a) The purchaser accepts the property in its present condition and state of repair, including any latent or patent defects, and any contamination by any hazardous substances.
- (b) The purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminants (if any) in or on the property. YES

50. Discharge of mortgage etc.

The Vendor shall not be required, prior to completion, to register any mortgage(s) or writ(s) registered on the title to the subject property and/or remove any caveat(s) and the purchaser shall accept on completion a discharge of any such mortgage(s), writ(s) or a withdrawal of caveat(s) in duly registrable form together with an allowance for the registration fees payable to Land Registry Services NSW.

51. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) Within 10 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within 5 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating

to service of notices.

52. Representations and Warranties

The purchaser acknowledges that the provisions of this contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to provisions of this contract or binding on the parties hereto with respect to any of the matters to which this contract relates.

YES

53. Conditions of sale of land by auction

- (a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.
- (b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
- (d) The highest bidder is the purchaser, subject to any reserve price.
- (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
- (g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (h) A bid cannot be made or accepted after the fall of the hammer.
- (i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.
- (j) In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:
- (k) All bidders must be registered in the bidders' record and display an identifying number when making a bid.
- (l) The auctioneer may make only one vendor bid at an auction of residential property or rural land.
- (m) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator

- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

54. Simultaneous settlement

- (a) This Contract involves the sale of the following land titles, collectively referred to as the 'Properties':
 - i. Lot 15 in deposited plan 2551483 known as 3 Say Street, East Wagga Wagga NSW 2560;
 - ii. Lot 14 in Deposited Plan 255148 known as 5 Say Street, East Wagga Wagga NSW 2560; and
 - iii. Lot 13 in Deposited Plan 255148 known as 7 Say Street, East Wagga Wagga NSW 2560
- (b) The settlement of the Properties shall occur simultaneously, and the Purchaser agrees to complete the purchase of all the Properties in a single transaction.
- (c) Settlement for all the Properties shall take place on the date of completion referred to in this Contract on PEXA.
- (d) On the settlement date the Purchaser shall pay the balance of the Purchase Price for all the Properties and the Vendor shall simultaneously transfer each of the Properties to the Purchaser.
- (e) In the event that any of the titles involved in the sale are subject to any delay, issue, or unforeseen circumstance that prevents simultaneous settlement, the Vendor may request a delay of up to thirty (30) days, provided written notice is given to the Purchaser within 3 business days prior to the settlement date.
- (f) If, due to the fault of the Purchaser, the settlement of all Properties does not occur simultaneously on the settlement date then the Vendor may exercise their rights under special conditions 36 and 41 of this Contract.

55. No warranty as to use

The purchasers must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchasers must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The purchaser may not delay settlement nor

make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

56. Finance

- (a) The Purchaser warrants that, in entering this Contract, they have readily available funds or have obtained unconditional finance approval to purchase the property.
- (b) The Purchaser cannot rescind or terminate this Contract by reason of lack of finance or not receiving unconditional loan approval following unconditional exchange of Contracts.

57. Lease

- (a) The Purchaser accepts and acknowledges that the property is being sold subject to existing tenancies.
- (b) The Purchaser cannot request the Vendor to issue a notice to vacate on the tenant(s).
- (c) Upon sale of the property, the Vendor cannot guarantee that the tenant(s) will remain in the property on completion of this Contract, in which case the property may be vacant on completion.
- (d) The Purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination in relation to this matter.

58. Guarantee for Corporate Purchaser

In consideration of the vendor contracting with the corporate purchaser, the guarantor guarantees the performance by the purchaser of the purchaser's obligations under the contract and indemnifies the vendor against any loss suffered or costs incurred as a result of any default by the purchaser in its obligations under the contract. The guarantor is jointly and severally liable with the purchaser under the contract and the vendor can take action against the guarantor before, or at the same time as, taking action against the purchaser. This guarantee is binding on the guarantor, their executors, administrators, and assignees. If the vendor assigns any benefit under the contract then this guarantee is available to the assignee.

SIGNED by)
the guarantor in the presence of:)

Signature

Signature of witness

Print name of witness



FOLIO: 15/255148

SEARCH DATE	TIME	EDITION NO	DATE
9/2/2025	9:59 AM	13	12/12/2023

LAND

LOT 15 IN DEPOSITED PLAN 255148
LOCAL GOVERNMENT AREA WAGGA WAGGA
PARISH OF GUMLY GUMLY COUNTY OF WYNYARD
TITLE DIAGRAM DP255148

FIRST SCHEDULE

HELEN LOUCA (ND AS969519)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AT646394 LEASE TO DAYCO PRECISION HOLDINGS PTY LIMITED
EXPIRES: 29/9/2028. OPTION OF RENEWAL: 5 YEARS.
- 3 AT687060 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SS006725...

PRINTED ON 9/2/2025



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 14/255148

SEARCH DATE	TIME	EDITION NO	DATE
9/2/2025	9:59 AM	13	12/12/2023

LAND

LOT 14 IN DEPOSITED PLAN 255148
LOCAL GOVERNMENT AREA WAGGA WAGGA
PARISH OF GUMLY GUMLY COUNTY OF WYNYARD
TITLE DIAGRAM DP255148

FIRST SCHEDULE

HELEN LOUCA

(ND AS969519)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1071716 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 3 DP1071716 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN DP1071716
- 4 DP1071716 EASEMENT FOR ELECTRICITY SUPPLY 2 METRES WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1071716
- 5 DP1071716 EASEMENT FOR ELECTRICITY SUPPLY 4.5 METRES WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1071716
- 6 AT646394 LEASE TO DAYCO PRECISION HOLDINGS PTY LIMITED
EXPIRES: 29/9/2028. OPTION OF RENEWAL: 5 YEARS.
- 7 AT687060 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SS006725...

PRINTED ON 9/2/2025

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Received: 09/02/2025 09:59:37



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 13/255148

SEARCH DATE	TIME	EDITION NO	DATE
9/2/2025	9:59 AM	13	12/12/2023

LAND

LOT 13 IN DEPOSITED PLAN 255148
LOCAL GOVERNMENT AREA WAGGA WAGGA
PARISH OF GUMLY GUMLY COUNTY OF WYNYARD
TITLE DIAGRAM DP255148

FIRST SCHEDULE

HELEN LOUCA

(ND AS969519)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1071716 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1071716
- 3 DP1071716 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 AT646394 LEASE TO DAYCO PRECISION HOLDINGS PTY LIMITED EXPIRES: 29/9/2028. OPTION OF RENEWAL: 5 YEARS.
- 5 AT687060 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SS006725...

PRINTED ON 9/2/2025

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Received: 09/02/2025 09:59:37

Fig 1 Form 2

SIGNATURES AND SEALS ONLY

Map
Boundaries
Boundaries

18 STREET (20.115 WIDE)

SCHILLER STREET (20.115 WIDE)

ADJOINING STREET (20.115 WIDE)

ROAD (30.115 WIDE)

TASMAN STREET

COPLAND STREET

SAY STREET

ANNONS STREET

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offering public funds to create public housing, although some very important, submitted in the last hour of public discussion.

PURSUANT TO SECTION 80B OF THE
CONVEYANCING ACT 1919 - 1964 IT IS
INTENDED TO CREATE:

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH
2. RIGHT OF CARRIAGEWAY VARIABLE WIDTH
3. EASEMENT FOR ELECTRICITY SUPPLY 2 WIDE
4. EASEMENT FOR ELECTRICITY SUPPLY 4.5 WIDE

Signed by Precision Tools Pty Limited
(ACN 008 557 431) pursuant to
Section 127 of the Corporations
Act 2001 by its authorised persons

SA 674 9073520
S-1

Estadinho Maria White

[Signature] Crown Land Office Approval
PLAN APPROVED *[Signature]* *[Signature]*

Field Book Pages

Subdivisions, Characteristics

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

HEIGHT OF CARCASE 112 1/2" feet and 1/2 inch

De la

Comments Authority: Woodbridge City Council

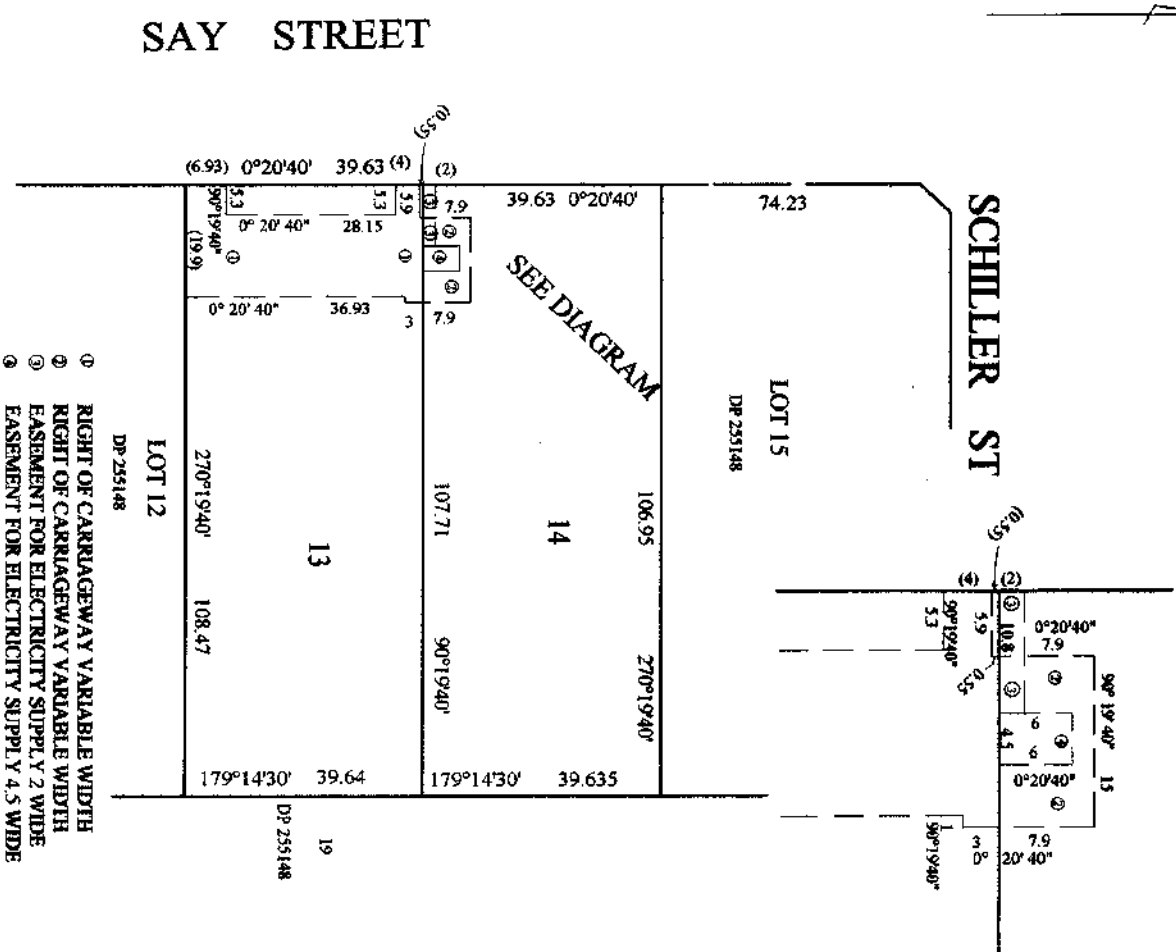
Date of Birth: 23 Nov 2004

Association No. 123456789

D/03/000220


SURVEYORS REFERENCE: 03140-3

NOT TO SCALE



WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

DP1071716

Registered:  J.W. 13.08.2004*

C.A.:

Title System : TORRENS

Purpose: EASEMENT

Ref. Map: L 3610-7

Last Plan: DP 255148

PLAN OF

**RIGHTS OF CARLAGEWAY AND
EASEMENTS OVER
LOTS 13 AND 14 IN DP25148**

Laegjörðin er í miðri

Reduction Ratio 1: 0

L.G.A.: WAGGA WAGGA

Locality : WAGGA WAGGA

Parish : GUMLY GUMLY

County: **WYNTYARD**

Plans used in preparation of Survey/Compilation

DP255148

Surveying Republicans 2004

of CHURCHILL SQUARE, IRANQUINITY
a new type registered under the Surveying Act 2002, hereby
certify that the survey represented in this plan is accurate, has
been made in accordance with the Surveying
Regulations 2001 and was completed on 20-6-2004

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

Deuxième ligne :
Zone : Commerce/Services

(Signature) _____
Sent from Thailand under the Security Act 1979

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED OR RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 3 sheets)

DP1071716

and easements
Rights of Carriageway over Lots 13 and 14 in
DP 255148 ~~covered by Wagga Wagga City Council~~
~~Certificate No.~~

**Full name and address of
the owner of the land**

Precision Parts Pty Limited (ACN 002 557 431)
5 Say Street
Wagga Wagga NSW 2650

**Full name and address of
the mortgagee of the land**

National Australia Bank
72 Baylis Street
Wagga Wagga NSW 2650

Part 1

1. Identity of easement, profit à prendre, restriction, or positive covenant to be created and firstly referred to in the plan Right of Carriageway Variable Width

Schedule of lots etc affected

<u>Lots burdened</u>	<u>Lots Benefited, Relevant Roads, Bodies or Prescribed Authorities</u>
Lot 13, D.P. 255148 (13/255148)	Lot 14, D.P. 255148 (14/255148)

2. Identity of easement, profit à prendre, restriction, or positive covenant to be created and firstly referred to in the plan Right of Carriageway Variable Width

Schedule of lots etc affected

<u>Lots burdened</u>	<u>Lots Benefited, Relevant Roads, Bodies or Prescribed Authorities</u>
Lot 14, D.P. 255148 (14/255148)	Lot 13, D.P. 255148 (13/255148)

This is sheet 1 of a 3 sheet instrument.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED OR RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of 3 sheets)

DP1071716

and easements
Rights of Carriageway over Lots 13 and 14 in DP
255148 covered by Wagga Wagga City Council
~~Certificate No.~~

3. Identity of easement, profit à
prendre, restriction, or positive
covenant to be created and
firstly referred to in the plan Easement for electricity supply 2 wide

Schedule of lots etc affected

<u>Lots burdened</u>	<u>Lots Benefited, Relevant Roads, Bodies or Prescribed Authorities</u>
<i>LOT 14, D.P. 255148</i> (14/255148)	Country Energy

4. Identity of easement, profit à
prendre, restriction, or positive
covenant to be created and
firstly referred to in the plan Easement for electricity supply 4.5 wide

Schedule of lots etc affected

<u>Lots burdened</u>	<u>Lots Benefited, Relevant Roads, Bodies or Prescribed Authorities</u>
<i>LOT 14, D.P. 255148</i> (14/255148)	Country Energy

**Name of person empowered to release, vary or modify restriction, or positive
covenant firstly and secondly referred to in abovementioned plan.**

The Council of the City of Wagga Wagga being a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 shall be empowered to release, vary or modify the rights of carriage way.

**Name of person empowered to release, vary or modify restriction, or positive
covenant thirdly and fourthly referred to in abovementioned plan.**

Country Energy being a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 shall be empowered to release, vary or modify the easements.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED OR RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 3 sheets)

DP1071716

and easements
Rights of Carriageway over Lots 13 and 14 in DP
255148 covered by Wagga Wagga City Council
~~Certificate No.~~

Signed by
Precision Parts Pty Limited
(ACN 002 557 431)
pursuant to Section 127 of the
Corporations Act 2001
by its authorised persons:-

.....
DIRECTOR

X
Director / Secretary

SIGNED FOR AND ON BEHALF
OF WAGGA WAGGA CITY COUNCIL:
28 JUNE 2004

.....
Authorised Person
KEVIN L RAY
Name of Authorised Person

8236974
9055560
Registered for Mortgage No.
Signed at Sydney this 2th day of
July 2004 for National
Australia Bank Limited AON 12 004 014 037
by **Geraldine Marie WHITE** its duly
authorised person under Power of Attorney
Witness
.....
Witness
Mandy Sel
Land Registrar, Sydney NSW

M L's
Witness
MANDY-LOU CURTIS
Name of Witness

This is sheet 3 of a 3 sheet instrument.

REGISTERED  13.08.2004

.....



City of
Wagga Wagga

Planning Certificate

(Section 10.7(2) – Environmental Planning and Assessment Act 1979)
(previously s149(2) certificate)

Certificate Details

Certificate No: ePL2025/0083
Receipt date: 11 February 2025

Applicant Details

Name & Address: Infotrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Your Reference: SS006725

Land

Property No: 155715
Title Description: Lot 15 DP 255148
Address: 3 Say St EAST WAGGA WAGGA NSW 2650

Disclaimer

Information contained in this certificate is valid on the date issued and relates only to the land for which this certificate is issued. The information is provided in good faith subject to sections Schedule 6(2) and 10.7(6) of the Environmental Planning and Assessment Act 1979 and Council shall not incur any liability in respect of any such advice.

This certificate provides prescribed and other relevant information affecting how land may be used including certain restrictions on development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. Title information shown on this certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to uses, rights of way and other similar information shown on the title of the land are not provided on this certificate.

1 Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Wagga Wagga Local Environmental Plan 2010 (WWLEP 2010)

State Environmental Planning Policies

Wagga Wagga Development Control Plan 2010

- SEPP (Biodiversity and Conservation) 2021
- SEPP (Sustainable Buildings) 2022
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Housing) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Planning Systems) 2021
- SEPP (Precincts – Regional) 2021
- SEPP (Primary Production) 2021
- SEPP (Resilience and Hazards) 2021
- SEPP (Resources and Energy) 2021
- SEPP (Transport and Infrastructure) 2021

- (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.

Draft LEP proposed under WWLEP 2010

Nil

Draft DCP

Nil

Draft SEPP

Draft Amendment to Transport and Infrastructure SEPP amendment (Chapter 4 Major Infrastructure Corridors).

- (3) Subclause (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

N/A

- (4) In this clause—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan

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)”,
E4 General Industrial under WWLEP 2010:
Objectives of zone
 - To provide a range of industrial, warehouse, logistics and related land uses.
 - To ensure the efficient and viable use of land for industrial uses.
 - To minimise any adverse effect of industry on other land uses.
 - To encourage employment opportunities.
 - To enable limited non-industrial land uses that provide facilities and services to meet the needs of businesses and workers.
- (b) the purposes for which development in the zone—
 - (i) may be carried out without development consent, and
 - Home businesses; Home occupations; Roads
 - (ii) may not be carried out except with development consent, and
 - Depots; Freight transport facilities; Funeral homes; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Local distribution premises; Neighbourhood shops; Oyster aquaculture; Plant nurseries; Rural supplies; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2(b)(i) or 2(b)(iii)
 - (iii) is prohibited,
 - Agriculture; Airports; Amusement centres; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Commercial premises; Correctional centres; Eco-tourist facilities; Educational establishments; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Function centres; Health services facilities; Home occupations (sex services); Information and education facilities; Recreation facilities (major); Registered clubs; Residential accommodation; Respite day care centres; Tourist and visitor accommodation; Water recreation structures; Wharf or boating facilities
- (c) whether any additional permitted uses apply to the land,
No

- (d) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,
No
- (e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,
No
- (f) whether the land is in a conservation area, however described,
No
- (g) whether an item of environmental heritage, however described, is located on the land.
No

3 Contributions plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including any draft contributions plan.

Wagga Wagga Local Infrastructure Contributions Plan 2019-2034

City of Wagga Wagga - Development Servicing Plan - Stormwater: 2007

City of Wagga Wagga - Development Servicing Plan No 1: Sewerage Services 2013

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4.

(a) the name of the region, and

(b) the name of the Ministerial planning order in which the region is identified.

No

- (3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

No

- (4) In this section—

continued 7.23 determination means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

Riverina Water County Council (RWCC) is responsible for potable water supply within the Wagga Wagga City Council, Lockhart, Urana and Greater Hume Shire Council area. More information can be found on RWCC's website located at www.rwcc.nsw.gov.au

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.

- (2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(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.

- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

In relation to clause 1.19(1)(c1) Council have insufficient information to identify significantly contaminated land within the meaning of the [Contaminated Land Management Act 1997](#). Please refer to the EPA register of properties at <https://apps.epa.nsw.gov.au/prclmapp/searchregister.aspx>.

Part 3B Low Rise Housing Diversity Code (R or RU Zones)

Yes

Part 3C Greenfield Housing Code (R or RU Zones)

No

Part 3D Inland Housing Code (R or RU Zones)

Yes

Part 4 Housing Alterations Code

Yes

Part 4A General Development Code

Yes

Part 5 Industrial and Business Alterations Code

Yes

Part 5A Industrial Business Code (New Buildings and Additions) Code (B or IN or SP Zones)

Yes

Part 5B Container Recycling Facilities Code (B or IN or SP Zones)

Yes

Part 6 Subdivisions Code

Yes

Part 7 Demolition Code

Yes

Part 8 Fire Safety Code

Yes

Part 9 Agritourism and Farm Stay Accommodation Code (RU1 or RU2 or RU4 Zones)

Yes

Note: When identifying if complying development may be carried out on land under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the response is based only on those matters identified under clauses 1.17A (1)(c) to (e), (2), (3) and (4) and 1.19 of the policy. A s10.7 certificate cannot list other matters that may result in a development being precluded from complying development (e.g. zone, lot size, etc).

5 Exempt development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

- (2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.
Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Note:

Schedule 2 Exempt development codes—variations does not list any land within the Wagga City Council local government area as being land to which a variation applies.

6 Affected building notices and building product rectification orders

- (1) Whether the council is aware that—
 - (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this clause—

affected building notice has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4. building product rectification order has the same meaning as in the Building Products (Safety) Act 2017. In this clause:

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

No information available, please contact NSW Fair Trading 13 32 20.

Note:

For more information, please refer to NSW Fair Trading –

Fire safety and external wall cladding www.fairtrading.nsw.gov.au/housing-and-property/fire-safety-and-external-wall-cladding

Affected building notices and building product rectification orders
<https://www.fairtrading.nsw.gov.au/trades-and-businesses/construction-and-trade-essentials/building-products#CurrentNotices>

7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in clause 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.

No

8 Road widening and road realignment

Whether the land is affected by road widening or road realignment under—

- (a) the Roads Act 1993, Part 3, Division 2 or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

No information available for the purpose of this certificate. Contact Council to obtain current information regarding potential road widening.

9 Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Council considers the land to which this certificate applies to be within the Flood Planning Area (FPA) identified within the Riverine 2018 flood study and the Major Overland Flow Flood Study 2021 (MOFFS FPA) therefore flood related development controls may apply. Property owners can review relevant information on the Wagga Online Mapping system.

- (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.

Council considers the land to which this certificate applies to be within the Special Flood Consideration (SFC) identified within the Major Overland Flow Flood Study 2021 (MOFFS SFC) flood planning area and therefore flood related development controls may apply. Property owners can review relevant information on the Wagga Online Mapping system.

- (3) In this clause –

flood planning area has the same meaning as in the Flood Risk Management Manual.

Floodplain Development Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

Note:

This information is based on the Flood Planning areas of the Wagga Wagga Revised Murrumbidgee River Floodplain Risk Management Study and Plan 2018 and the Major Overland Flow Study 2021. Property owners are advised to contact Council to obtain current information regarding local flooding and are encouraged to seek independent flooding advice from a suitably qualified person. For more information see

<https://wagga.nsw.gov.au/services/emergencies/floods/flood-studies>

Note:

Council considers the land to which this certificate applies to be affected by a Major Overland Flow Flood of 1:100 (1%), an extreme rainfall event.

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 clause—

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.
 - **land slip?**
No, Council does not have a policy on landslip
 - **bushfire?**
No, Council does not have a policy on bushfire
 - **tidal inundation?**
No, Council does not have a policy on tidal inundation.
 - **subsidence?**
No, Council does not have a policy on subsidence.
 - **acid sulphate soils?**
No, Council does not have a policy on acid sulphate soils.
 - **contamination**
Yes, [Contaminated Land Management Policy 2020 - POL 030](#)
Yes, [Asbestos Policy - POL 029](#)
 - **aircraft noise**
No, Council does not have a policy on aircraft noise.
 - **salinity**
No, Council does not have a policy on salinity.
 - **coastal hazards**
N/A
 - **sea level rise**
N/A
 - **any other risk (other than flooding)?**
No, Council does not have a policy on any other risk (other than flooding).

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.
None of the land is mapped as bush fire prone land.

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

No information available. Contact NSW Fair Trading for more information
<https://www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register>

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017

No

14 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that—
 - (a) applies to the land, or
 - (b) is proposed to be subject to a ballot No
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.
N/A

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.

No

For further information, contact the Local Land Services 1300 795 299
admin.riverina@lls.nsw.gov.au

16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, 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.

No, Council has not been notified by the Director General of the Office of Environment and Heritage that an agreement exists on the subject land

Note— Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

17 Biodiversity certified land

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

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

No

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.

No Information available

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

(1) If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this clause—

existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note— Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1.1.2011.

N/A

20 Western Sydney Aerotropolis

Whether under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, Section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

N/A

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).

There are no conditions of a development consent granted after 11 October 2007, in relation to the land, that are of the kind set out in Section 88(2) of SEPP (Housing 2021).

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.
- (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).
- (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).
- (4) In this section—

former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

There is no site compatibility certificate under SEPP (Housing) 2021, or a former site compatibility certificate, that Council is aware of in relation to the land. There are no conditions of a development consent, in relation to the land, that are of the kind set out in clause 17(1) or 38(1) of SEPP Housing 2021.

23 Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the [Water Industry Competition Act 2006](#) is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the [Water Industry Competition Act 2006](#) become the responsibility of the purchaser.

N/A


Contaminated Land

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
No, The land is not listed on the State Register for significantly contaminated land.
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
No, the land is not subject to an order.
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,
No, the land is not subject to a voluntary management proposal.
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
No, the land is not subject to an ongoing maintenance order.
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.
No, the land is not subject of a site audit statement.

Notes:

In addition to the above and in line with the Council's [Contaminated Land Management Policy 2020 - POL 030](#) and [Asbestos Policy - POL 029](#), due to the past land uses on or near the parcel is identified on Council's potentially contaminated register.



Vicky Tooze
Development Administration Officer

FOR:
GENERAL MANAGER



City of
Wagga Wagga

Planning Certificate

(Section 10.7(2) – Environmental Planning and Assessment Act 1979)
(previously s149(2) certificate)

Certificate Details

Certificate No: ePL2025/0082
Receipt date: 11 February 2025

Applicant Details

Name & Address: Infotrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Your Reference: SS006725

Land

Property No: 155710
Title Description: Lot 14 DP 255148
Address: 5 Say St EAST WAGGA WAGGA NSW 2650

Disclaimer

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This certificate provides prescribed and other relevant information affecting how land may be used including certain restrictions on development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. Title information shown on this certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to uses, rights of way and other similar information shown on the title of the land are not provided on this certificate.

1 Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Wagga Wagga Local Environmental Plan 2010 (WWLEP 2010)

State Environmental Planning Policies

Wagga Wagga Development Control Plan 2010

- SEPP (Biodiversity and Conservation) 2021
- SEPP (Sustainable Buildings) 2022
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Housing) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Planning Systems) 2021
- SEPP (Precincts – Regional) 2021
- SEPP (Primary Production) 2021
- SEPP (Resilience and Hazards) 2021
- SEPP (Resources and Energy) 2021
- SEPP (Transport and Infrastructure) 2021

- (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.

Draft LEP proposed under WWLEP 2010

Nil

Draft DCP

Nil

Draft SEPP

Draft Amendment to Transport and Infrastructure SEPP amendment (Chapter 4 Major Infrastructure Corridors).

- (3) Subclause (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

N/A

- (4) In this clause—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan

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)”,
E4 General Industrial under WWLEP 2010:
Objectives of zone
 - To provide a range of industrial, warehouse, logistics and related land uses.
 - To ensure the efficient and viable use of land for industrial uses.
 - To minimise any adverse effect of industry on other land uses.
 - To encourage employment opportunities.
 - To enable limited non-industrial land uses that provide facilities and services to meet the needs of businesses and workers.
- (b) the purposes for which development in the zone—
 - (i) may be carried out without development consent, and
 - Home businesses; Home occupations; Roads
 - (ii) may not be carried out except with development consent, and
 - Depots; Freight transport facilities; Funeral homes; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Local distribution premises; Neighbourhood shops; Oyster aquaculture; Plant nurseries; Rural supplies; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2(b)(i) or 2(b)(iii)
 - (iii) is prohibited,
 - Agriculture; Airports; Amusement centres; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Commercial premises; Correctional centres; Eco-tourist facilities; Educational establishments; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Function centres; Health services facilities; Home occupations (sex services); Information and education facilities; Recreation facilities (major); Registered clubs; Residential accommodation; Respite day care centres; Tourist and visitor accommodation; Water recreation structures; Wharf or boating facilities
- (c) whether any additional permitted uses apply to the land,
No

- (d) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,
No
- (e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,
No
- (f) whether the land is in a conservation area, however described,
No
- (g) whether an item of environmental heritage, however described, is located on the land.
No

3 Contributions plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including any draft contributions plan.

Wagga Wagga Local Infrastructure Contributions Plan 2019-2034

City of Wagga Wagga - Development Servicing Plan - Stormwater: 2007

City of Wagga Wagga - Development Servicing Plan No 1: Sewerage Services 2013

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4.

(a) the name of the region, and

(b) the name of the Ministerial planning order in which the region is identified.

No

- (3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

No

- (4) In this section—

continued 7.23 determination means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

Riverina Water County Council (RWCC) is responsible for potable water supply within the Wagga Wagga City Council, Lockhart, Urana and Greater Hume Shire Council area. More information can be found on RWCC's website located at www.rwcc.nsw.gov.au

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.

- (2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(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.

- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

In relation to clause 1.19(1)(c1) Council have insufficient information to identify significantly contaminated land within the meaning of the [Contaminated Land Management Act 1997](#). Please refer to the EPA register of properties at <https://apps.epa.nsw.gov.au/prclmapp/searchregister.aspx>.

Part 3B Low Rise Housing Diversity Code (R or RU Zones)

Yes

Part 3C Greenfield Housing Code (R or RU Zones)

No

Part 3D Inland Housing Code (R or RU Zones)

Yes

Part 4 Housing Alterations Code

Yes

Part 4A General Development Code

Yes

Part 5 Industrial and Business Alterations Code

Yes

Part 5A Industrial Business Code (New Buildings and Additions) Code (B or IN or SP Zones)

Yes

Part 5B Container Recycling Facilities Code (B or IN or SP Zones)

Yes

Part 6 Subdivisions Code

Yes

Part 7 Demolition Code

Yes

Part 8 Fire Safety Code

Yes

Part 9 Agritourism and Farm Stay Accommodation Code (RU1 or RU2 or RU4 Zones)

Yes

Note: When identifying if complying development may be carried out on land under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the response is based only on those matters identified under clauses 1.17A (1)(c) to (e), (2), (3) and (4) and 1.19 of the policy. A s10.7 certificate cannot list other matters that may result in a development being precluded from complying development (e.g. zone, lot size, etc).

5 Exempt development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

- (2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.
Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Note:

Schedule 2 Exempt development codes—variations does not list any land within the Wagga City Council local government area as being land to which a variation applies.

6 Affected building notices and building product rectification orders

- (1) Whether the council is aware that—
 - (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this clause—

affected building notice has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4. building product rectification order has the same meaning as in the Building Products (Safety) Act 2017. In this clause:

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

No information available, please contact NSW Fair Trading 13 32 20.

Note:

For more information, please refer to NSW Fair Trading –

Fire safety and external wall cladding www.fairtrading.nsw.gov.au/housing-and-property/fire-safety-and-external-wall-cladding

Affected building notices and building product rectification orders
<https://www.fairtrading.nsw.gov.au/trades-and-businesses/construction-and-trade-essentials/building-products#CurrentNotices>

7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in clause 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.

No

8 Road widening and road realignment

Whether the land is affected by road widening or road realignment under—

- (a) the Roads Act 1993, Part 3, Division 2 or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

No information available for the purpose of this certificate. Contact Council to obtain current information regarding potential road widening.

9 Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Council considers the land to which this certificate applies to be within the Flood Planning Area (FPA) identified within the Riverine 2018 flood study and the Major Overland Flow Flood Study 2021 (MOFFS FPA) therefore flood related development controls may apply. Property owners can review relevant information on the Wagga Online Mapping system.

- (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.

Council considers the land to which this certificate applies to be within the Special Flood Consideration (SFC) identified within the Major Overland Flow Flood Study 2021 (MOFFS SFC) flood planning area and therefore flood related development controls may apply. Property owners can review relevant information on the Wagga Online Mapping system.

- (3) In this clause –

flood planning area has the same meaning as in the Flood Risk Management Manual.

Floodplain Development Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

Note:

This information is based on the Flood Planning areas of the Wagga Wagga Revised Murrumbidgee River Floodplain Risk Management Study and Plan 2018 and the Major Overland Flow Study 2021. Property owners are advised to contact Council to obtain current information regarding local flooding and are encouraged to seek independent flooding advice from a suitably qualified person. For more information see

<https://wagga.nsw.gov.au/services/emergencies/floods/flood-studies>

Note:

Council considers the land to which this certificate applies to be affected by a Major Overland Flow Flood of 1:100 (1%), an extreme rainfall event.

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 clause—

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.
 - **land slip?**
No, Council does not have a policy on landslip
 - **bushfire?**
No, Council does not have a policy on bushfire
 - **tidal inundation?**
No, Council does not have a policy on tidal inundation.
 - **subsidence?**
No, Council does not have a policy on subsidence.
 - **acid sulphate soils?**
No, Council does not have a policy on acid sulphate soils.
 - **contamination**
Yes, [Contaminated Land Management Policy 2020 - POL 030](#)
Yes, [Asbestos Policy - POL 029](#)
 - **aircraft noise**
No, Council does not have a policy on aircraft noise.
 - **salinity**
No, Council does not have a policy on salinity.
 - **coastal hazards**
N/A
 - **sea level rise**
N/A
 - **any other risk (other than flooding)?**
No, Council does not have a policy on any other risk (other than flooding).

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.
None of the land is mapped as bush fire prone land.