

Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	Camerons Real Estate 17 West Parade HILL TOP NSW 2575	Phone: (02) 4889 8555 Fax: (02) 4889 8522 Ref: Ian Cameron
Vendor	Australia and New Zealand Banking Group Limited ACN 005 357 522 of Level 7/75 Dorcas Street, South Melbourne, VIC 3205	
Vendor's Solicitor	Gadens Lawyers 77 Castlereagh Street, Sydney NSW 2000 DX 364 Sydney	Phone: (02) 9931 4979 Fax: (02) 9931 4888 Ref: Rianna Richards 33200239
Completion date	35th day after the contract date (clause 15)	
Land (Address, plan details and title reference)	5 Ella Street, Hill Top Registered Plan: Lot 26 Section 2 Plan DP6221 Folio 26/2/6221	
Improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ none ☒ other: Vacant Land	
Attached copies	☒ Documents in the List of Documents as marked ☒ Other documents if referred to in the contract	

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

Inclusions	☐ blinds ☐ curtains ☐ insect screens ☐ stove ☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ pool equipment ☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ TV antenna ☐ other:
Exclusions	
Purchaser	
Purchaser's solicitor	☐ JOINT TENANTS ☐ tenants in common (in equal shares unless otherwise stated)
Price	\$
Deposit	\$
Balance	\$
Contract date	(10% of the price, unless otherwise stated)
	(if not stated, the date this contract was made)

SEE VENDOR SIGNATURE PAGE

Vendor

Purchaser

Witness

Witness

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)

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

Not applicable

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☒ 7 section 149(5) information included in that certificate
- ☐ 8 sewerage connections diagram
- ☒ 9 sewer mains diagram
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 section 317A certificate (certificate of compliance)
- ☐ 14 building certificate given under *legislation*
- ☐ 15 insurance certificate (Home Building Act 1989)
- ☐ 16 brochure or note (Home Building Act 1989)
- ☐ 17 section 24 certificate (Swimming Pools Act 1982)
- ☐ 18 lease (with every relevant memorandum or variation)
- ☐ 19 other document relevant to tenancies
- ☐ 20 old system document
- ☐ 21 Crown tenure card
- ☐ 22 Crown purchase statement of account
- ☐ 23 Statutory declaration regarding *vendor duty*

Strata or community title (clause 23 of the contract)

- ☐ 24 property certificate for strata common property
- ☐ 25 plan creating strata common property
- ☐ 26 strata by-laws not set out in *legislation*
- ☐ 27 strata development contract or statement
- ☐ 28 strata management statement
- ☐ 29 leasehold strata - lease of lot and common property
- ☐ 30 property certificate for neighbourhood property
- ☐ 31 plan creating neighbourhood property
- ☐ 32 neighbourhood development contract
- ☐ 33 neighbourhood management statement
- ☐ 34 property certificate for precinct property
- ☐ 35 plan creating precinct property
- ☐ 36 precinct development contract
- ☐ 37 precinct management statement
- ☐ 38 property certificate for community property
- ☐ 39 plan creating community property
- ☐ 40 community development contract
- ☐ 41 community management statement
- ☐ 42 document disclosing a change of by-laws
- ☐ 43 document disclosing a change in a development or management contract or statement
- ☐ 44 document disclosing a change in boundaries
- ☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

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 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
7. If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
8. The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

WARNING SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>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 drawn on its own funds by - ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; 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>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

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 only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
 - 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
 - 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
 - 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
 - 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
 - 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
 - the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
 - 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
 - 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
 - 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
 - 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
 - 4.5.3 if the vendor complies with clause 4.5.1 -
 - the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
- 5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

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 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
 - 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

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 and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must adjust land tax for the year current at the *adjustment date* -
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
 - 14.4.2 by adjusting the amount that would have been payable if at the start of the year -
 - the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so -
- 14.6.1 the amount is to be treated as if it were paid; and
 - 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Completion date

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is -
- 16.11.1 if a special completion address is stated in this contract - that address; or
 - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if -

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion -
 - 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion -
 - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
 - 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
 - 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -
 - 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, and 17 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* includes 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 page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 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**
- 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 -
- 'change', in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
 - 'common property' includes association property for the scheme or any higher scheme;
 - 'contribution' includes an amount payable under a by-law;
 - '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;
 - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 'the *property*' includes any interest in common property for the scheme associated with the lot;
 - '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 sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 - 23.6.3 the purchaser is liable for all other contributions levied 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.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
 - a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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 -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) -
 25.1.1 is under qualified, limited or old system title; or
 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
 25.4.1 shows its date, general nature, names of parties and any registration number; and
 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 25.5.3 *normally*, need not include a Crown grant; and
 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
 25.6.1 in this contract 'transfer' means conveyance;
 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -
 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date 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.
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to a 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;
 29.7.3 the completion date becomes the later of the completion date 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;
 • 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 completion date becomes the later of the completion date 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.

THESE ARE FURTHER CLAUSES ANNEXED TO THE CONTRACT

BETWEEN AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
ACN 005 357 522

AND
 DATE

(vendor)
 (purchaser)
 2013

30. Amendments to printed form

If there is any inconsistency between any clause in the printed form and any typed clause in this contract, the typed clause prevails.

- (a) Unless the box specifying the requirement for an adjustment of land tax is marked "NO" it is deemed marked "YES".
- (b) **Clause 1** – replace the definition of "*depositholder*" with "*vendor's solicitor*".
- (c) **Clause 7.1** – delete "that are not" and substitute "including".
- (d) **Clause 7.1.1** - delete "5%" and substitute "\$1.00".
- (e) **Clause 8.1** – delete "on reasonable grounds".
- (f) **Clause 8.3** – replace "14 days" with "seven days".
- (g) **Clause 10.1** – amend by inserting "or delay completion" after "terminate".
- (h) **Clauses 10.1.8 and 10.1.9** – replace "substance" with "existence".
- (i) **Clause 11.1 delete and substitute:**

"The vendor is not required to comply with any *work orders* whether issued before or after the date of the contract and if the purchaser completes this contract, the purchaser must comply with any *work orders*."
- (j) **Clause 12.3** – delete.
- (k) **Clause 13.8** – delete.
- (l) **Clause 14.4.2** – delete.
- (m) **Clause 16.5** - delete the words "plus another 20% of that fee".
- (n) **Clause 16.7** – delete "*settlement cheque*" and substitute "bank cheque".
- (o) **Clause 16.8** - delete "settlement" and substitute "bank". The vendor is entitled to require the balance of the settlement cheques to be drawn on the purchaser's solicitor's trust account.
- (p) **Clauses 16.11.1 and 16.11.3** - amend by adding to each "or any other place reasonably nominated by the vendor's solicitor".
- (q) **Clause 16.12** - delete.

- (r) **Clause 20.6** - add the following:

“20.6.8 For the purpose of **clause 20.6.5**, a document is taken to have been received when the transmission has been completed except where:

20.6.8.1 the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been given or received; or

20.6.8.2 the time of dispatch is later than 5.00pm on a business day in the place to which the document is sent, in which case it is taken to have been received at 9.00am on the next business day at that place”.

- (s) **Clause 23.2** – delete the definition of “contribution” and replace with:

“ ‘contribution’ means a contribution to the administrative and sinking fund determined under section 76 and levied under section 78 of the *Strata Schemes Management Act 1996* (NSW) and any interest accrued and includes an amount payable under a by-law.”

- (t) **Clause 23.9.1** – delete.

- (u) **Clause 23.18** - delete.

31. Submission of Settlement Figures

- 31.1 It is an essential term of this contract that the purchaser must submit settlement figures to the vendor at least 5 business days before the completion date.
- 31.2 The purchaser acknowledges that failure to comply with this clause may cause delay in completion of this contract. If completion is delayed because of the purchaser's breach under this clause, the provisions of clause 40 will apply.

32. Death, Insolvency and Bankruptcy

- 32.1 Without affecting any other rights of either party, if the purchaser (or any of them) is a company and prior to completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller or controlling manager of it appointed, the purchaser will have defaulted in the observance of an essential term of this contract and the vendor may terminate this contract in accordance with clause 9.
- 32.2 If the purchaser (or any of them) is a natural person and prior to completion dies or becomes bankrupt, the vendor may rescind this contract.

33. Exclusion of Pre-Contractual Representations

- 33.1 This contract constitutes the entire agreement between the vendor and the purchaser relating to the sale of the property.
- 33.2 The parties have not entered into and are not bound by any collateral or other agreement, apart from this contract.

33.3 The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:

- (a) such warranty, representation, agreement or term is contained in the express terms of this contract; or
- (b) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

33.4 The purchaser acknowledges that the purchaser, when entering into this contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the vendor (including by any estate agent acting on behalf of the vendor):

- (a) the inspection of and investigations relating to the land made by or on behalf of the purchaser;
- (b) the warranties and representations expressly contained in this contract;
- (c) the skill and judgment of the purchaser, its consultants and representatives; and
- (d) opinions or advice obtained by the purchaser independently of the vendor or of the vendor's agents or employees.

34. Inspections by the purchaser

34.1 The purchaser acknowledges that the vendor:

- (a) is the mortgagee exercising power of sale;
- (b) has never occupied the property; and
- (c) does not have any direct knowledge of the property.

The purchaser has inspected the property, and if applicable, the common property and is satisfied regarding all defects both latent and patent.

34.2 The purchaser acknowledges that in entering into this contract, the purchaser:

- (a) does not rely on any representations, inducements or warranties made by the vendor or its agents or representatives, except those expressly set out in this contract;
- (b) has relied entirely on the purchaser's enquiries relating to the property;
- (c) accepts the property in its present state of repair or condition including, but not limited to, its suitability for the purposes of the purchaser, the improvements erected on the property, any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property;
- (d) accepts the property subject to the encumbrances disclosed in this contract, except for any encumbrances to be discharged on completion; and

- (e) cannot require the vendor either before or after completion to:
 - (i) repair or replace any defect or damage to the property existing as at the date of this contract; and
 - (ii) comply with or pay for any costs arising from any *work order*, including any *work order* issued before the date of this contract.
- 34.3 (a) This clause applies only if the land is a lot in a strata, neighbourhood, precinct or community scheme.
- (b) The vendor has no direct knowledge of the affairs of the owners corporation, including but without limitation, all issues relating to the actual, contingent or expected expenses of the owners corporation.
- (c) The purchaser has inspected the books and records of the owners corporation and is aware of all matters disclosed in the records affecting the owners corporation. The purchaser is not entitled to make any objection, requisition or claim for compensation nor delay completion in relation to any matters affecting the scheme disclosed in the records of the owners corporation.
- 34.4 The purchaser accepts the property subject to the disclosures contained in this clause and must not make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed or referred to in this clause.

35. Acknowledgment of non compliance

- 35.1 The improvements may not comply with all relevant legislation.
- 35.2 The purchaser accepts the property subject to the disclosures contained in this clause and must not make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed in this clause.

36. Survey Report and Building Certificate

- 36.1 The purchaser acknowledges that the vendor is not in possession of a survey report or building certificate under section 149D of the *Environmental Planning and Assessment Act 1979* (NSW) (Building Certificate) and the purchaser must not request the vendor to supply a survey report or Building Certificate on or before completion.
- 36.2 Despite anything contained in this contract or rule of law to the contrary, the vendor is not required to do any work or expend any money on or in relation to the property nor to make application for or do anything towards obtaining a Building Certificate.
- 36.3 If the purchaser wishes to obtain a Building Certificate the purchaser must apply for it at the purchaser's expense. If the relevant local council refuses or fails to issue the Building Certificate, the reason for the refusal or failure will not constitute a defect in title and the purchaser must not make any objection requisition or claim for compensation or seek to rescind or terminate this contract or to delay completion because of any matter arising from an application for a Building Certificate.

37. Furnishing, fittings and condition of property

- 37.1 The subject matter of this sale is land and fixtures only and does not include any furnishings, fittings, goods or personalty on the property. The purchaser must not require the vendor to remove any furnishings, fittings, goods, rubbish or personalty at any time. The purchaser must not make any objection, requisition or claim for compensation nor delay completion because there are any such furnishings, fittings, goods, personalty or rubbish on the property or in or on the improvements at the time of completion or which remain there after completion.
- 37.2 The purchaser acknowledges that the vendor will not prior to completion:
- (a) mow any lawns or remove any garden refuse and other rubbish from the property;
 - (b) if any services to the property are disconnected, do anything or pay any amounts for the reconnection of those services;
 - (c) provide any keys or remote control devices which may be missing for any lock/door/window on the property; and
 - (d) clean and chemically balance the pool, if a pool is an improvement erected on the property.

38. Mortgagee Exercising Power of Sale

- 38.1 If any proceedings to set aside this contract or restrain completion of it are commenced in any court of competent jurisdiction or if any order is made setting aside this contract or restraining completion of it, the vendor may by written notice to the purchaser rescind this contract and the provisions of clause 19 will apply. The vendor's decision will be final and binding on the purchaser.
- 38.2 If the vendor as mortgagee exercising power of sale decides it is prevented from completing this contract by the completion date for any reason (and the vendor's decision will be final and binding on the purchaser), the vendor may by written notice to the purchaser rescind this contract and the provisions of clause 19 will apply.
- 38.3 Despite anything else contained in this contract, the purchaser agrees that if the vendor is restricted or prohibited through any means in giving title in accordance with this contract by the completion date, then the completion date may be extended at any time, including without limitation after the completion date (by the vendor giving written notice), to such period of time as the vendor may reasonably require in all of the circumstances to give title to the purchaser. However, if the vendor is not able to deliver title and effect completion within 4 months of the date of this contract, then either party may rescind this contract by notice in writing to the other and clause 19 will apply.
- 38.4 The purchaser acknowledges and agrees that any rescission of this contract by the vendor pursuant to this clause 38:
- (a) will not be a breach of this contract for the purposes of clause 19.2.3; and
 - (b) the purchaser waives any rights it may have to claim for damages, costs or expenses arising directly or indirectly from any rescission of this contract by the vendor pursuant to this clause 38.

39. Cooling-off period

- 39.1 The provisions of this clause apply if the property is residential property as defined in Division 8 of the *Conveyancing Act 1919* (NSW).
- 39.2 The purchaser agrees to exclude the cooling-off period granted to it pursuant to the *Conveyancing Act 1919* (NSW). Annexed is a certificate under section 66W of the *Conveyancing Act 1919* (NSW) from the purchaser's solicitor, barrister or licensed conveyancer certifying that the purchaser understands the effect of this clause.

40. Additional purchase price

It is an essential term of this contract that the purchase price will increase at the rate of 12% per annum of the balance of purchase price for each day from the completion date up until actual completion. If actual completion is delayed because of the vendor's default, the purchase price will not increase for the period during which completion was delayed by the vendor.

41. Notices to complete

- 41.1 If a party does not complete this contract on the completion date, the party not in default may, if it is ready willing and able to complete, serve on the party in default a notice to complete, requiring the party in default to complete this contract within not less than 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.
- 41.2 The party serving a notice to complete may at any time:
- (a) withdraw a notice to complete by further notice to the party in default and at that party's option, issue a further notice to complete. This right can be exercised as many times as the party deems fit; or
 - (b) extend the notice to complete by further notice to the party in default (**Extension Notice**), for such time as that party deems fit. The last day for completion set out in the Extension Notice is an essential date for completion. This right can be exercised as many times as the party deems fit.
- 41.3 If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$300 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's solicitor by a separate settlement cheque at completion of this contract.

42. Warranty about estate agent

The purchaser warrants that it has not been introduced to the vendor by any agent other than the vendor's agent named on the first page of this contract. The purchaser indemnifies the vendor against any proven claim made by any other agent, person, firm or company for commission as a result of a breach of this warranty. The provisions of this clause do not merge on completion.

43. Caveats and writs

- 43.1 The vendor is not required to provide to the purchaser a withdrawal of any caveat which caveat claims a mortgage, charge or covenant charge referred to in section 59 of the *Real Property Act 1900* (NSW) and which is registered subsequent to the vendor's mortgage.
- 43.2 The vendor is not required to provide a cancellation of any writ which is registered on the title subsequent to the vendor's mortgage and the purchaser acknowledges that any writ registered on the title subsequent to the vendor's mortgage will not be removed by the vendor having regard to the provisions of section 105A of the *Real Property Act 1900* (NSW).

44. Personal guarantee

- 44.1 The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian stock exchange.
- 44.2 For the purposes of this contract, Guarantor means any person who has signed this contract as guarantor. The Guarantor must be a director or shareholder of the purchaser or any other party who has first been approved by the vendor as a guarantor.
- 44.3 In consideration of the vendor entering this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor:
- (a) the payment of all money payable by the purchaser under this contract; and
 - (b) the performance of all the purchaser's other obligations under this contract.
- 44.4 The Guarantor:
- (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract; and
 - (b) must pay on demand any money due to the vendor under this indemnity.
- 44.5 The Guarantor is jointly and severally liable with the purchaser to the vendor for:
- (a) the purchaser's performance of its obligations under this contract; and
 - (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract, or the termination of this contract by the vendor.
- 44.6 Until the vendor has received all money payable to it under this contract, and the purchaser and the Guarantor have performed all their obligations under this contract, neither the purchaser nor the Guarantor may:
- (a) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or
 - (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.

- 44.7 The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 44.8 The Guarantor's obligations are not affected if:
- (a) the vendor releases or enters into a composition with the purchaser;
 - (b) a payment made to the vendor is later avoided; or
 - (c) the vendor assigns or transfers the benefit of this contract.
- 44.9 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- 44.10 The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (a) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release (including a release as part of a novation) or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
 - (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (e) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
 - (f) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
 - (g) the winding-up of the purchaser; or
 - (h) the death of the Guarantor.
- 44.11 The Guarantor guarantees to the vendor the payment of all money by the purchaser on the dates specified in the contract and the Guarantor must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with this contract.
- 44.12 If there is more than one Guarantor, the obligations and indemnities provided by the Guarantor under this clause, apply jointly and severally to each and every Guarantor.

45. Requisitions on title

- 45.1 Any requisitions submitted by the purchaser under clause 5 of this contract must be submitted in the form attached to this contract.
- 45.2 The purchaser will be deemed to have made the requisitions on title attached to this contract and the replies attached to this contract will be deemed to be the vendor's replies.

- 45.3 Nothing in this clause prevents the vendor from amending the replies prior to completion.

46. Smoke alarms

- 46.1 The vendor does not warrant that any building erected on the land complies with the *Environmental Planning and Assessment Regulation 2000* (NSW) (Regulation) which requires the installation of smoke alarms or heat alarms in certain buildings or parts of buildings.
- 46.2 The purchaser must make its own enquiries as to whether any building erected on the property complies with the Regulation and accepts the property and must complete the contract whether or not the Regulation has been complied with.
- 46.3 The purchaser must not make any objection, requisition or claim for compensation or seek to delay completion, rescind or terminate this contract because of any matter disclosed in this clause.

47. Sewer

- 47.1 Attached to this contract is:
- (a) a sewer mains diagram; and
 - (b) copies of other communications,
- relating to the property, recently issued by a recognised sewerage authority (**Authority**) in the ordinary course of administration (**Documents**).
- 47.2 The vendor discloses and the purchaser acknowledges all of the information, writing and notations appearing on the Documents.
- 47.3 The purchaser acknowledges that the information in the Documents may not be complete and/or correct.
- 47.4 The purchaser must satisfy itself regarding all aspects of the connection or otherwise of the property and the improvements to the Authority's sewer and must not make any objection, requisition or claim for compensation or seek to delay completion or rescind or terminate this contract because of anything arising either directly or indirectly from the matters disclosed in this clause and the Documents.

48. Miscellaneous

- 48.1 Unenforceability of a provision of this contract does not affect the enforceability of any other provision.
- 48.2 The parties acknowledge that the provisions of this contract having application after completion continue to apply despite completion.
- 48.3 The information contained in any document attached to this contract is fully disclosed for the purposes of this contract.
- 48.4 This clause does not merge on completion of this contract.

49. Vendor disclosure – mine subsidence

- 49.1 The property is located in a Mine Subsidence District.
- 49.2 The purchaser acknowledges that the following Certificates are attached to the contract:
- (a) Certificate under Section 15B of the *Mine Subsidence Compensation Act, 1961* (NSW); and
 - (b) Certificate under Section 15C of the *Mine Subsidence Compensation Act, 1961* (NSW).
- 49.3 The purchaser relies on its own inspections of and enquiries about the property and acknowledges that the purchaser has satisfied itself independently of the vendor as to all of the matters disclosed in this clause. The purchaser accepts the property subject to the disclosures in this clause and must not make any objection, requisition or claim for compensation or seek to delay completion or rescind or terminate this contract because of any matter arising either directly or indirectly from the disclosures in this clause.

SIGNATURE PAGE FOR VENDOR

CONTRACT

BETWEEN AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN 005 357 522
 (vendor)
 AND (purchaser)
 PROPERTY 5 Ella Street, Hill Top
 DATED 2013

I certify I am an eligible witness and that the person(s) signing opposite signed this dealing in my presence:
 [See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the persons named below who signed this instrument pursuant to power of attorney specified:

Signature of witness:

Signature of attorney

Name of witness:

Attorney's name:

Address of witness:

Signature of witness:

Signature of attorney

Name of witness:

Attorney's name:

Address of witness:

Signing on behalf of: Australia and New Zealand
 Banking Group Limited ACN 005 357 522

Missing Field

SIGNATURE PAGE FOR GUARANTOR

CONTRACT

BETWEEN AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN 005 357 522
 (vendor)
 AND (purchaser)
 PROPERTY 5 Ella Street, Hill Top
 DATED _____ 2013

Signed by the Guarantor in the presence of:

Witness

Guarantor

Print name

Print name

Print address

Print address

Signed by the Guarantor in the presence of:

Witness

Guarantor

Print name

Print name

Print address

Print address

CERTIFICATE

SECTION 66W CONVEYANCING ACT 1919

I _____ of _____
certify as follows:

1. I am a Solicitor/Barrister/Licensed Conveyancer currently admitted to practise in New South Wales.
2. I am giving this certificate in accordance with section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of a property at 5 Ella Street, Hill Top from Australia and New Zealand Banking Group Limited to in order that there is no cooling off period in relation to that contract.
3. I do not act for the vendor and I am not employed in a legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor for the vendor is a member or employee.
4. I have explained to the purchaser:
 - (a) the effect of the contract for purchase of the property;
 - (b) the nature of this certificate; and
 - (c) that the effect of my giving this certificate to the vendor is that there is no cooling-off period in relation to the contract.

DATE:

SIGNATURE:

PRINT NAME:

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN 005 357 522

Property: 5 Ella Street, Hill Top

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
16. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?

- (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
- (d) are there any outstanding notices or orders?
- 17. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

- 18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 19. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 20. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 21. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?

(c) Do any service connections for any other property pass through the property?

22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

23. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

24. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
25. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
27. The purchaser reserves the right to make further requisitions prior to completion.
28. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

ANSWERS TO REQUISITIONS ON TITLE – TORRENS TITLE

Vendor AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN 005 357 522
Property 5 Ella Street, Hill Top

Possession & Tenancies

1. The property is vacant.
2. Not so far as the vendor is aware.
3. (a) – (f) The property is vacant.
4. Not relevant.
5. Not relevant.

Title

6. The vendor is mortgagee selling under power of sale.
7. The vendor is mortgagee selling under power of sale. See the provisions of section 59 of the *Real Property Act*.
8. On settlement.
9. The vendor does not know. Subject to contract.

Adjustments

10. Noted
11. If the property is liable for land tax it will be paid on or by completion.

Survey & Building

12. The vendor relies on the contract.
13. The vendor does not hold a survey.
14. (a) The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
(b) The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
(c) No.
(d) No.
(e)(i)-(iv) The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
15. Not so far as the vendor is concerned. The vendor cannot answer for predecessors in title. The purchaser should make and rely on its own enquiries.

16. (a)-(c) Not relevant.
17. (a) Presumably to the registered proprietor and adjoining owners equally.
- (b) No.
- (c) Not relevant.
- (d) No.
- (e) No.

Affectations

18. Other than as disclosed in the contract, the vendor is not aware. The purchaser should make and rely on its own enquiries.
19. (a) Other than as disclosed in the contract, the vendor is not aware. The purchaser should make and rely on its own enquiries.
- (b) Other than as disclosed in the contract, the vendor is not aware. The purchaser should make and rely on its own enquiries.
- (c) Other than as disclosed in the contract, the vendor is not aware. The purchaser should make and rely on its own enquiries.
20. (a) – (f) Other than as disclosed in the contract, the vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
21. (a)-(c) The vendor relies on the contract. The purchaser should make and rely on its own enquiries.
22. The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.

Capacity

23. The vendor is mortgagee selling under power of sale.

Requisitions & Transfer

24. A copy of the power of attorney will be provided on settlement.
25. If relevant, this will be provided on request.
26. Noted subject to contract.
27. Subject to contract
28. Noted.

Information Provided Through
InfoTrack
Ph. 1800 738 532 Fax. 1800 738 533

Title Search

InfoTrack
An Approved LPI NSW
Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 26/2/6221

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
2/10/2013	11:18 AM	2	13/9/2011

LAND

LOT 26 OF SECTION 2 IN DEPOSITED PLAN 6221
AT HILLTOP
LOCAL GOVERNMENT AREA WINGECARRIBEE
PARISH OF CUMBERTINE COUNTY OF CAMDEN
TITLE DIAGRAM DP6221

FIRST SCHEDULE

PETER JOHN STEWART

(T AG491239)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AG491240 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

33200239

PRINTED ON 2/10/2013

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

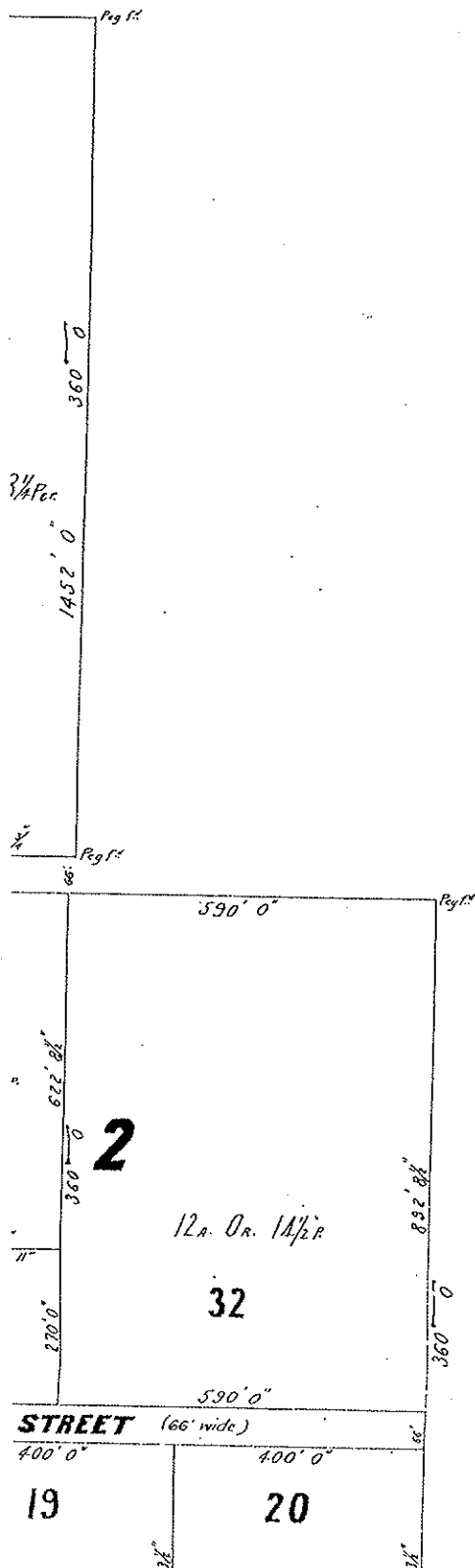
DP 6221 (E)

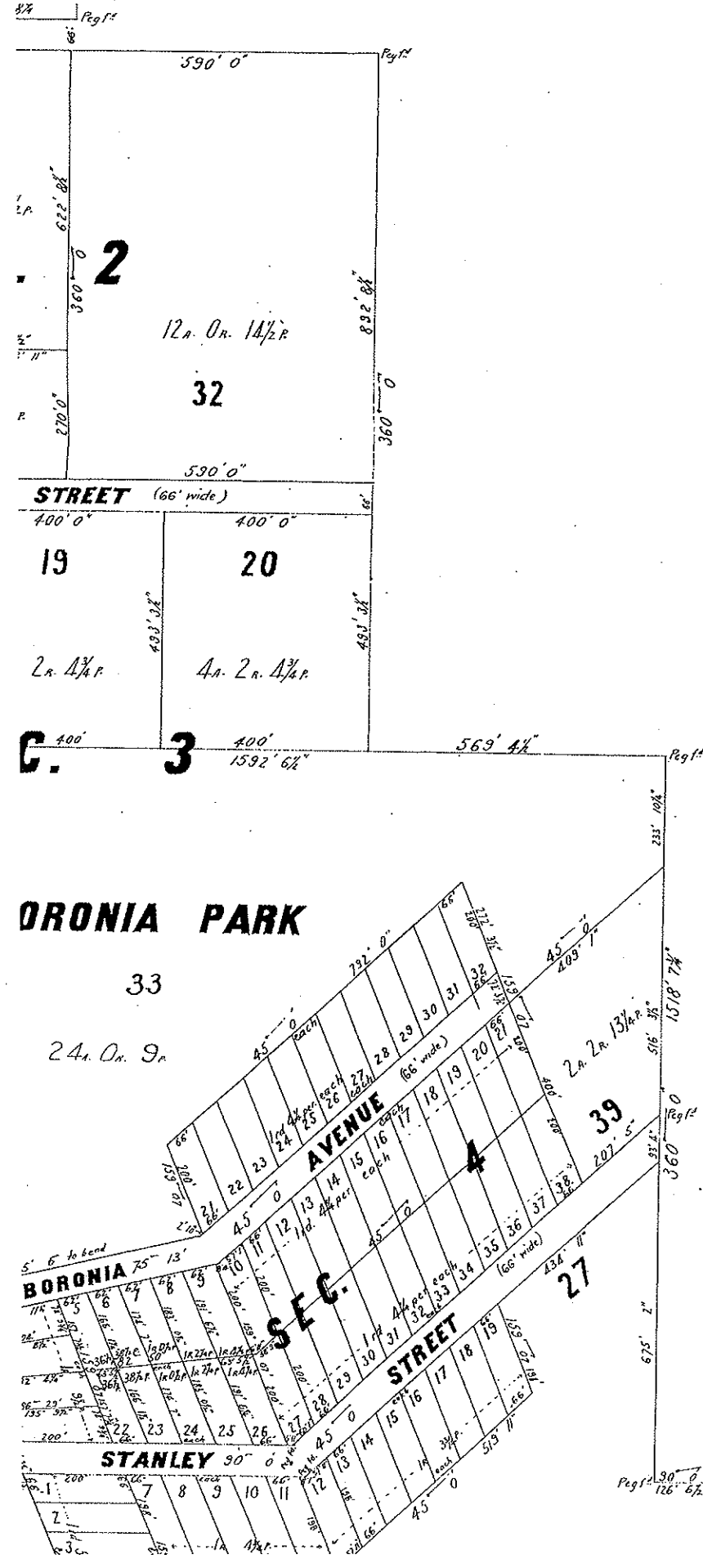
S. MATTA

PLAN OF WARATAH ESTATE HILLTOP

*Being a subdivision of Portions 14, 20A, 21A, 22A
Parish of Cumbertine County of Camden
NATTAI SHIRE*

Scale 200' to 1 inch





DP 6221 (E)

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

FEET	INCHES	METRES
2	10	0.865
5	11	1.005
6	7 1/4	2.015
8	1	2.065
9	9	2.095
20	-	12.19
40	-	12.38
57	1 1/2	17.655
60	1	10.315
62	-	18.9
64	-	20.115
66	1/2	20.23
70	4	21.44
78	7 1/2	21.525
72	5 1/2	22.035
74	9 3/4	24.02
85	-	27.43
93	-	28.45
97	6	29.72
126	6 1/2	38.57
157	7 3/4	48.05
166	1 1/4	50.63
176	7	53.21
183	0 1/2	55.79
187	11	57.28
187	11 1/4	57.28
189	8 1/2	57.82
191	6 1/8	58.36
192	4 1/4	58.63
195	9 1/2	59.66
198	-	60.35
200	-	60.96
207	5	63.22
217	1	66.17
218	5 1/2	66.59
223	2	66.02
235	10 1/4	71.26
239	5 1/2	72.99
248	8 1/2	75.7
255	8 3/4	77.95
265	-	80.77
270	-	82.3
272	3 1/2	82.99
275	6	83.97
288	11 3/4	88.06
300	-	91.44
331	9	101.12
350	3 1/4	109.2
375	11	114.58
394	3 1/2	120.18
397	6	121.21
400	-	121.92
409	1	124.69
411	4 1/2	125.39
434	11	132.56
468	7	162.02
470	11	145.97
493	3 1/2	150.36
495	6	157.37
516	3 1/2	157.37
519	11	158.47
528	-	160.93
546	4	166.32
562	8	171.5
569	4 1/2	173.55
590	-	179.63
594	-	181.05
622	8 1/2	185.9
630	5	192.15
635	11	193.22
660	-	201.17
666	6 1/4	203.16
675	2	205.79
702	-	241.4
802	4	244.6

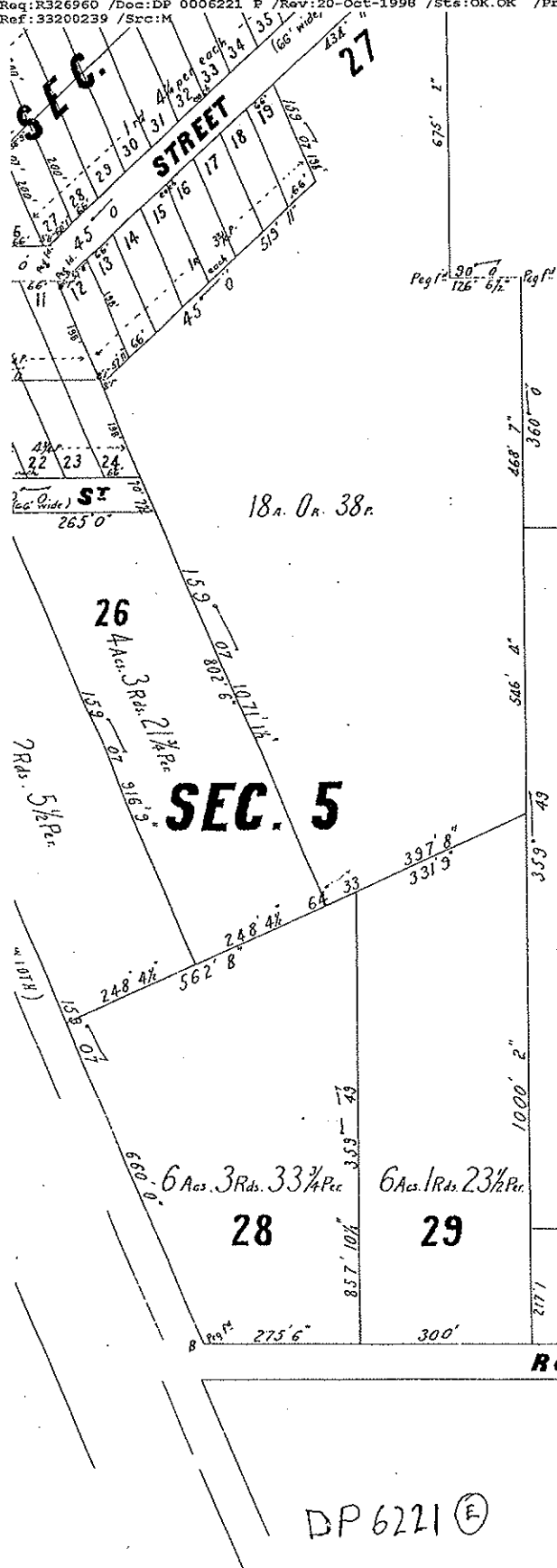
CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

FEET	INCHES	METRES
637	10 1/2	235.38
692	8 1/2	272.1
716	9	279.43
1000	2	304.85
1031	-	314.25
1071	1 1/2	326.48
1189	8	362.31
1452	-	442.57
1458	-	444.58
1475	2 1/2	430.56
1510	4	460.35
1516	7 3/4	462.88
1554	1 1/2	475.7
1592	6 1/2	485.41

AC	RD	P	HA
-	36 1/2		925.2
-	36 1/2		975.8
-	1	1/2	1069
-	1	2 1/4	1107
-	1	1/4	1119
-	1	3/4	1132
-	1	5 1/4	1184
-	1	5 1/2	1151
-	1	8 1/4	1220
-	1	9 1/2	1252
-	1	26 5/4	1688

AC	RD	P	HA
2	2 13 1/4		1.045
2	2 25 5/4		1.072
3	2 14 3/4		1.454
3	3 3 1/2		1.421
4	2		1.833
4	2 4 3/4		1.977
5	2 21 3/4		2.4
6	1 23 1/2		2.569
6	3 35 3/4		2.617
10	3 13 1/4		9.384
12	18 1/2		4.893
18	36		7.38
24	9		9.735

DP621



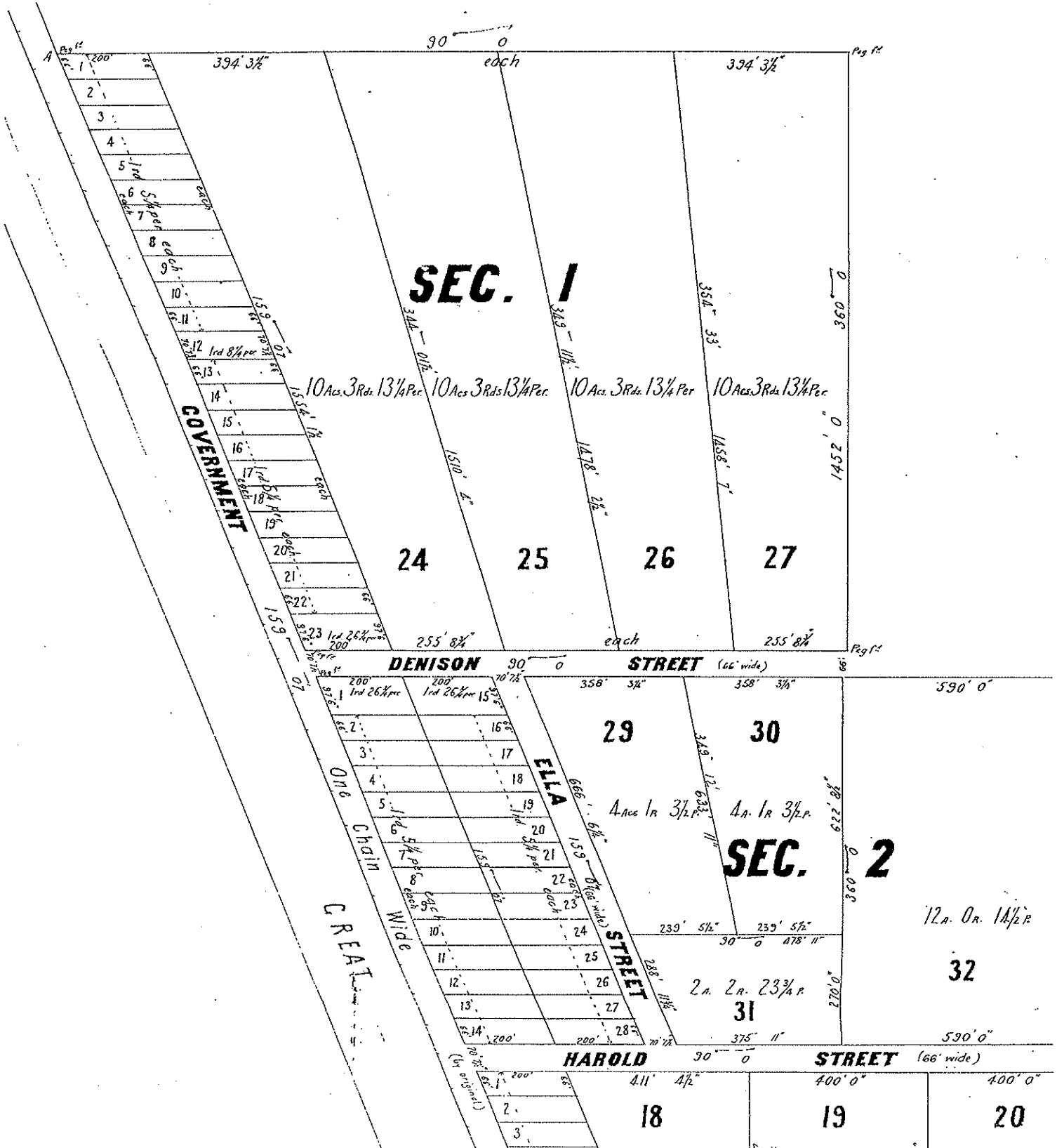
DP6221 (E)

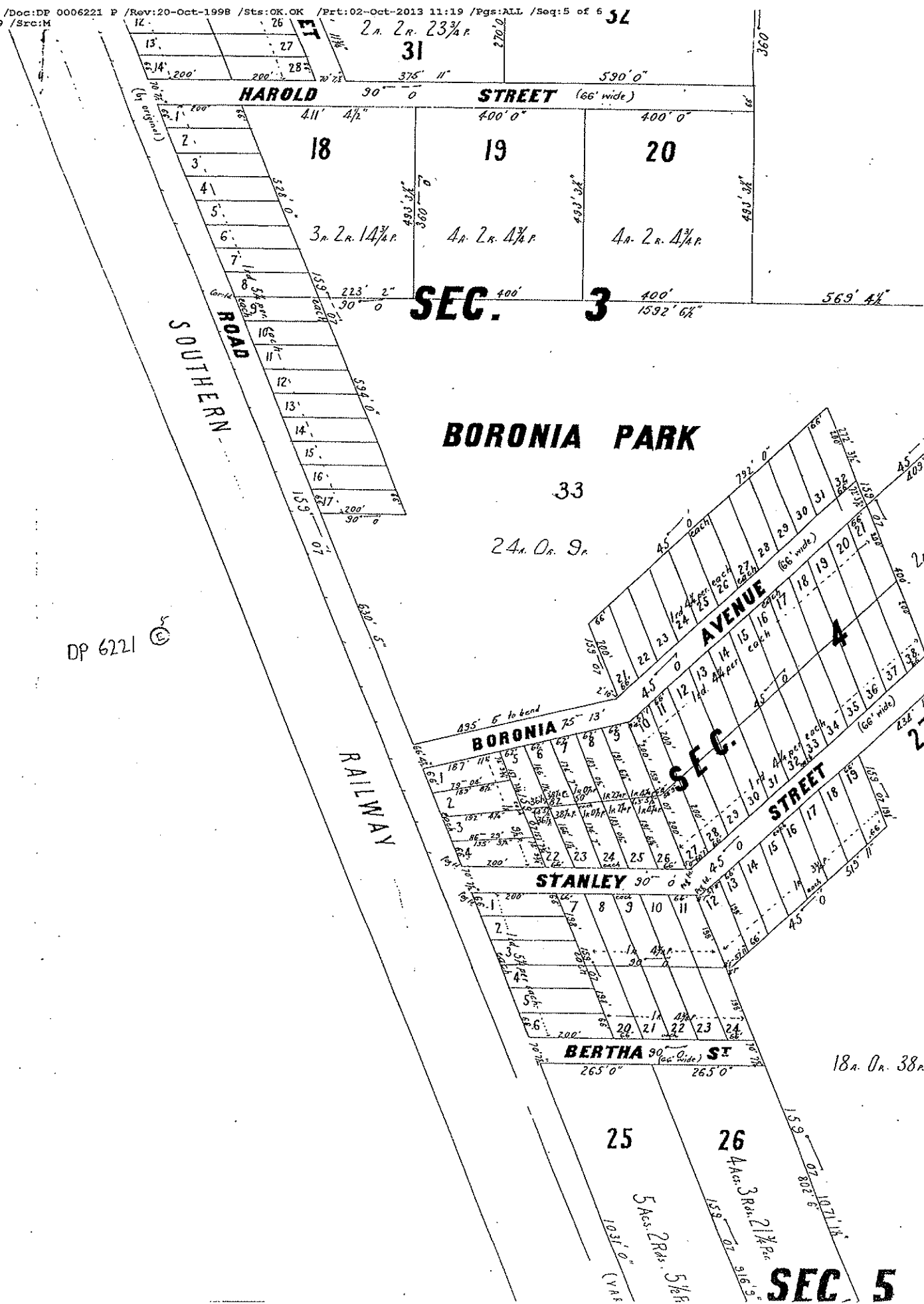
R. P. Atkins.
 Licensed Surveyor
 under R.P. Act.
 9th June 1811.

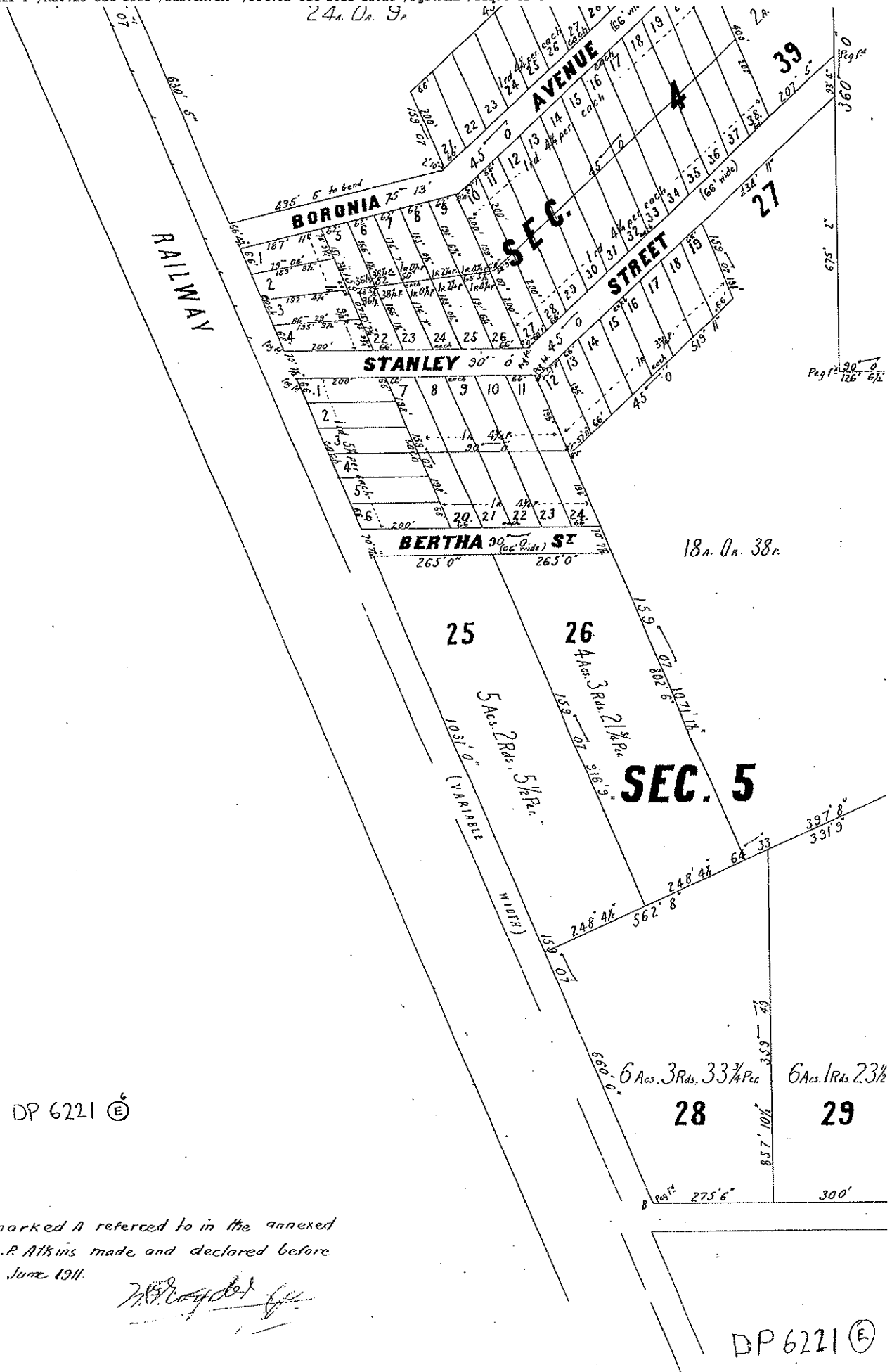
Azimuth taken from Line A.B.
Date of Survey March 1910

DP 6241[®]

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WINGECARRIBEE SHIRE COUNCIL
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PROPERTY DETAILS

Property No: 1772660

Assessment No:

Address:

5 ELLA STREET HILL TOP NSW 2575

Description of Property:

Lot 26 Sec 2 DP 6221

Owners:

PJ STEWART

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, a commercial building, etc) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. Unless otherwise stated, the details contained in this certificate are limited to the required Section 149(2) of the Environmental Planning and Assessment Act 1979 as amended. Additional information may be provided pursuant to Section 149(5) of the Environmental Planning and Assessment Act.

APPLICANT DETAILS

Name: Info Track ecertificates@infotrack.com.au

Reference: 33200239/1080899

Receipt No: 583526

WHAT IS THE ZONING OF THIS PROPERTY AND THE RELEVANT ENVIRONMENTAL PLANS

(Zoning is a way of classifying land and limits the range of uses or activities that may be permitted on that land or property)

ZONING: Zone R2 Low Density Residential

Under the provisions of the Wingecarribee LEP 2010

Note: Where 2 or more zones appear the property is affected in part by each zone.


Bennett Kennedy
Land Use Planner



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SECTION 149(2) As at the date of this certificate the abovementioned land is affected by the following planning instruments:

LOCAL PLANNING

1a. WHAT LOCAL ENVIRONMENTAL PLANNING INSTRUMENTS (LEP) APPLY TO THE LAND?

Wingecarribbee Local Environmental Plan 2010.

1b. WHAT IS THE ZONING OF THE LAND IN THIS PLAN?

Zone R2 Low Density Residential

1c. IN THIS LEP AND IN ZONE R2 LOW DENSITY RESIDENTIAL, WHAT PURPOSES DO NOT REQUIRE DEVELOPMENT CONSENT?

Environmental protection works; Home-based child care; Home occupations

1d. IN THIS LEP AND IN ZONE R2 LOW DENSITY RESIDENTIAL, WHAT PURPOSES DO REQUIRE DEVELOPMENT CONSENT?

Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Seniors housing; Serviced apartments; Signage

1e. IN THIS LEP AND IN ZONE R2 LOW DENSITY RESIDENTIAL, WHAT PURPOSES ARE PROHIBITED?

Any development not specified in items 1c or 1d.

NOTE: Schedule One of WLEP 2010 provides for additional permitted uses on some properties within the Shire.



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- 1f. ARE THERE ANY DEVELOPMENT STANDARDS WHICH FIX A MINIMUM LAND DIMENSION OR AREA FOR THE ERECTION OF A DWELLING HOUSE ON THE LAND?

Yes

Under clause 7.1 , of the *Wingecarribee LEP 2010*, refers to Zones R2, R3 and R5

- 2a. IS THE SITE THE SUBJECT OF A PLANNING PROPOSAL OR DRAFT ENVIRONMENTAL PLANNING INSTRUMENT THAT WILL APPLY TO THE CARRYING OUT OF DEVELOPMENT ON THE LAND?

YES – Refer attachments

- 2b. WHAT IS THE PROPOSED CHANGE OF THE ZONING OF THE LAND IN THIS DRAFT PLAN?

None

3. WHAT DEVELOPMENT CONTROL (DCP) PLANS APPLY TO THE LAND?

a) Northern Villages DCP

A development control plan adds further detail to local environmental plans and will address issues such as Tree Preservation matters, and controls related to Business and Residential zoned land. Copies of the area specific plans are available from Council.

b). Council Endorsed Specifications – Engineering Standards and Planning Guidelines.

(Note: A full list of Development Control Plans and Draft Development Control Plans relating to the whole of the Shire is available at Council or on Council's web site: www.wsc.nsw.gov.au)

4. WHAT DEVELOPMENT CONTRIBUTION PLANS APPLY TO THE LAND?

The land maybe subject to some of the following development contribution plan(s) which have been approved under Part 4 of the Environmental Planning and Assessment Regulation, 2000, which apply to any development of the land. These plans are available for inspection by prior arrangement during normal office hours.

1. Section 94 Developer Contribution Plan for S94 Administration 2011-2031.



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2. Section 94 Developer Contributions Plan for Central Library.
3. Section 94 Developer Contributions Plan for Open Space and Recreation.
4. Section 94 Developer Contribution Plan Roads and Traffic Facilities 2012-2031.
5. Section 94 Developer Contributions Plan for Bundanoon.
6. Section 94A Developer Contributions Plan for Business and Industrial zoned Land.
7. Section 94 Developer Contributions Plan for Resource Recovery Centre.
8. Section 94 Developer Contributions Plan for Moss Vale Enterprise Corridor 2013-2050.

Section 64 Plans under Local Government Act And Sections 305 – 307 of Water Management Act 2000.

Water Supply Development Servicing Plan
Where Water Service is available.

Sewerage Development Servicing Plan
Where Sewer Service is available.

Stormwater Development Servicing Plan
Where Stormwater Services are, or proposed to be available.

REGIONAL PLANNING

5a. WHAT ENVIRONMENTAL PLANNING INSTRUMENTS APPLY TO THE LAND?

None

STATE PLANNING

6a. WHAT STATE ENVIRONMENTAL PLANNING POLICIES (SEPP) APPLY TO THE LAND?

STATE ENVIRONMENTAL PLANNING POLICIES

- | | |
|---|-------------------------------------|
| State Environmental Planning Policy No.6 | - "Number of Storeys in a Building" |
| State Environmental Planning Policy No.21 | - "Caravan Parks" |



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State Environmental Planning Policy No.22 (Incorporating Amendment No 1)	- "Shops & Commercial Premises"
State Environmental Planning Policy No.30	- "Intensive Agriculture"
State Environmental Planning Policy No.32	- "Urban Consolidation (Redevelopment of Urban Land)"
State Environmental Planning Policy No.33	- "Hazardous & Offensive Development"
State Environmental Planning Policy No.36	- "Manufactured Home Estates"
State Environmental Planning Policy No.44	- "Koala Habitat Protection"
State Environmental Planning Policy No.50	- "Canal Estate Development"
State Environmental Planning Policy No.55	- "Remediation of Land"
State Environmental Planning Policy No.64	- "Advertising and Signage"
State Environmental Planning Policy No.65	- "Design Quality of Residential Flat Development"
State Environmental Planning Policy	- "Housing for Seniors or People with A Disability" 2004"
State Environmental Planning Policy	- "Building Sustainability Index: BASIX 2004"
State Environmental Planning Policy	- (Infrastructure) 2007
State Environmental Planning Policy	- (Major Development) 2005
State Environmental Planning Policy	- (Mining Petroleum Production & Extractive Industries) 2007
State Environmental Planning Policy	- (Rural Lands) 2008
State Environmental Planning Policy	- (Temporary Structures & Places of Public Entertainment) 2007
State Environmental Planning Policy	(Exempt and Complying Developments Codes) 2008
State Environmental Planning Policy	(Affordable Rental Housing) 2009
State Environmental Planning Policy	(Sydney Drinking Water Catchment) 2011

6b. WHAT DRAFT STATE ENVIRONMENTAL PLANNING POLICIES APPLY TO THE LAND?

Council is not aware of any Draft SEPP's.

6c. CAN COMPLYING DEVELOPMENT BE CARRIED OUT ON THE LAND, UNDER EACH OF THE CODES FOR COMPLYING DEVELOPMENT AFTER CONSIDERATION OF THE PROVISIONS OF CLAUSE 1.17A (c) & (d) and 1.19 OF THE STATE ENVIRONMENTAL PLANNING POLICY (EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008?

GENERAL HOUSING CODE

Yes



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Complying development under State Environmental Planning Policy (Exempt and Complying Developments Codes) 2008, may be carried out on this land provided the following additional investigative measures are undertaken in relation to Flooding on the property.

Clause 7.9 of the Wingecarribee LEP 2010 applies to the land which is affected by flooding by a 1% probability event. Respective Development Control Plans apply across the whole shire and set out various controls to manage risks. Council **may not** have information about whether the land or part of the land is potentially affected by flooding.

In determining whether land is potentially affected by flooding an assessment must be made whether the land:

- (a) has been identified by information, data and reports held by Council as being likely to be subject to flood inundation; and
- (b) is partly or wholly located within the banks of a watercourse; and
- (c) is partly or wholly located within a floodplain; and
- (d) is wholly or partly within 3 metres of the bed of a watercourse; and
- (e) has written or oral history of being subject to flood inundation; and
- (f) shows any evidence of previous flood inundation.

HOUSING ALTERATIONS CODE:

Yes

GENERAL COMMERCIAL AND INDUSTRIAL CODE?

Yes

SUBDIVISIONS CODE:

Yes

RURAL HOUSING CODE

Yes

DEMOLITION CODE:

Yes



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GENERAL DEVELOPMENT:

Yes

CRITICAL HABITAT

7. DOES THE LAND INCLUDE OR COMPRISE CRITICAL HABITAT?

NO

HERITAGE AND CONSERVATION

8a. IS THE LAND IN A CONSERVATION AREA?

NO

Refer Schedule 5 Wingecarribee LEP 2010

8b. IS THERE ANY HERITAGE ITEM SITUATED ON THE LAND?

NO

Refer Schedule 5 Wingecarribee LEP 2010

NEWBORN DEVELOPMENT

9. IS THE LAND AFFECTED BY A POLICY ADOPTED BY EITHER COUNCIL, OR ANY OTHER PUBLIC AUTHORITY AND NOTIFIED TO COUNCIL, RESTRICTING THE DEVELOPMENT OF THE LAND BECAUSE OF THE LIKELIHOOD OF:

Landslip

No (Council advises that the owner/purchaser may engage the services of an independent suitably qualified geotechnical engineer to ascertain the likely effect if any, on the land.)

Bushfire

Yes

Tidal Inundation

No

Acid Sulphate Soils

No

Any other risk (other than flooding)

No



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CONTAMINATED LAND MANAGEMENT ACT 1997 (Section 39(2))

10. IS THE LAND OR PART OF THE LAND:

a. Significantly Contaminated Land?

No

b. Subject to a Management Order?

No

c. Subject of an Approved Voluntary Management Proposal?

No

d. Subject of an Ongoing Maintenance Order?

No

e. Subject of a Site Audit Statement?

No.

COASTAL PROTECTION

11. IS THE LAND AFFECTED BY SECTION 38 OR 39 OF THE COASTAL PROTECTION ACT 1979?

NO – Council has not been notified by the Department of Services, Technology and Administration that the land is affected.

MINE SUBSIDENCE

12. IS THE LAND PROCLAIMED TO BE WITHIN A MINE SUBSIDENCE DISTRICT WITHIN THE MEANING OF SECTION 15 OF THE MINE SUBSIDENCE COMPENSATION ACT 1961?

YES

The land is within a proclaimed Mine Subsidence District under the *Mine Subsidence Compensation Act 1961*. The approval of the Mine Subsidence Board is required for all subdivision and building, except for certain minor structures. Surface development



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controls are in place to prevent damage from old, current or future mining. It is strongly recommended prospective purchasers consult with the Mine Subsidence Board regarding mine subsidence and any surface development guidelines. The Board can assist with information about mine subsidence and advise whether existing structures comply with the Act.

ROAD WIDENING OR REALIGNMENT

13. IS THE LAND AFFECTED BY A ROAD WIDENING OR ROAD REALIGNMENT UNDER?

- | | | |
|----|---|----|
| a) | Division 2 of Part 3 of the Roads Act 1993 or | NO |
| b) | Any Environmental Planning Instrument or | NO |
| c) | Any Resolution of Council | NO |

FLOODING

14. IS DEVELOPMENT ON THE LAND OR PART OF THE LAND FOR ANY PURPOSE SUBJECT TO FLOOD RELATED DEVELOPMENT CONTROLS?

YES

Wingecarribee Shire Council does not have comprehensive flood studies for most of the Shire and therefore the land may be subject to mainstream or localised flooding.

LAND ACQUISITION

15. DOES ANY ENVIRONMENTAL PLANNING INSTRUMENT, DEEMED ENVIRONMENTAL PLANNING INSTRUMENT OR DRAFT ENVIRONMENTAL PLANNING INSTRUMENT APPLYING TO THE LAND PROVIDE FOR THE ACQUISITION OF LAND BY A PUBLIC AUTHORITY AS REFERRED TO IN SECTION 27 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT?

NO

BUSHFIRE

16. IS THE LAND BUSHFIRE PRONE LAND (as defined in Section 3 of the Environmental Planning & Assessment Act 1979)?

YES



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Note: Council advises that the Wingecarribee Shire contains large tracts of land that are considered bushfire prone.

Council has prepared a Bushfire Prone Land Map pursuant to Section 146 of the *Environmental Planning and Assessment Act 1979*. (Notwithstanding the fact that Council has prepared the Map in accordance with statutory guidelines, the NSW Rural Fire Service has deleted from land identified as bushfire prone land significant areas of pasture land.)

Intending purchasers are strongly advised to consult the publication, "*Planning for Bushfire Protection 2006*" prepared by Planning and Environment Services and the NSW Rural Fire Service and available from www.rfs.nsw.gov.au. This publication identifies possible restrictions on any proposed development of the land.

Council also strongly recommends that intending purchasers inspect the subject land to confirm that there has been no physical change to the land, which may increase the bushfire risk.

Council is not liable for any changes to the Bushfire Prone Land Map (as certified on 13 August 2003) in respect to changes made by the NSW Rural Fire Service to the said Map which depart from the statutory guidelines relating to the preparation of bushfire prone land maps.

TREES AND VEGETATION

17a. DOES A PROPERTY VEGETATION PLAN UNDER THE NATIVE VEGETATION ACT 2003 APPLY TO THIS LAND?

Council has not been notified about any such plan.

17b. HAS ANY ORDER BEEN MADE UNDER THE TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006 REQUIRING THE CARRYING OUT OF WORK IN RELATION TO A TREE ON THE LAND?

Council has not been notified about any such Order.



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MINISTERIAL DIRECTION

18. IS THERE A DIRECTION BY THE MINISTER IN FORCE UNDER SECTION 75P(2)(c1) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979, THAT A PROVISION OF AN ENVIRONMENTAL PLANNING INSTRUMENT PROHIBITING OR RESTRICTING THE CARRYING OUT OF A PROJECT OR A STAGE OF A PROJECT ON THE LAND UNDER PART 4 OF THE ACT DOES NOT HAVE EFFECT?

NO

SITE COMPATIBILITY (INFRASTRUCTURE)

19. IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE ISSUED FOR THE LAND UNDER CLAUSE 19 OF STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007?

NO

HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY

- 20a. IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE ISSUED FOR THE LAND UNDER CLAUSE 25 OF THE STATE ENVIRONMENTAL PLANNING POLICY (HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY) 2004?

NO

- 20b. HAS DEVELOPMENT CONSENT BEEN GRANTED AFTER 1 OCTOBER 2007 UNDER STATE ENVIRONMENTAL PLANNING POLICY (HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY) 2004?

NO



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AFFORDABLE RENTAL HOUSING

21. IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE ISSUED FOR THE LAND UNDER STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009?

NO

BIOBANKING AGREEMENT

22. HAS THE COUNCIL BEEN NOTIFIED OF THE EXISTENCE OF A BIOBANKING AGREEMENT UNDER SECTION 127D, OF THE THREATENED SPECIES CONSERVATION ACT 1995?

NO

BIODIVERSITY CERTIFIED LAND

23. IS THE LAND BIODIVERSITY CERTIFIED? (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995).

NO

PAPER SUBDIVISION INFORMATION

24. IS THE LAND AFFECTED BY ANY DEVELOPMENT PLAN THAT APPLIES TO THE LAND OR THAT IS PROPOSED TO BE SUBJECT TO A CONSENT BALLOT?

There has been no development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

END OF 149 (2)



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THE FOLLOWING ADDITIONAL INFORMATION IS GIVEN UNDER SECTION 196(1)

Land Use Applications received by Council since 2008:

LUA12/0134 Dwelling DA & CC Approved 04/04/2012

Termite Management for Buildings:

Australian Standards 3660.01-2000 (New Buildings) AS 3660.2-2000 (Existing Buildings) Termite Management (as amended), recommends that buildings be inspected and be maintained in order to achieve termite management of buildings. Licensed Pest Control Contractors should be contacted to achieve necessary termite control.

Lead Paint and Building Renovations:

Your attention is drawn to the hazards associated with lead-based paints during building renovation. Suitable precautions should be taken when removing flaking paint or sanding painted surfaces suspected to have been treated with lead-based paint to prevent contamination of the immediate environment and associated health risk from lead dust.

AS 4361 – Part 2 – Guide to Lead Paint Management – Residential and Commercial.

Sewerage Management Systems:

Where a property has on-site sewerage management system (this includes septic tanks, disposal trenches, aerated waste water treatment systems, composting toilets and pump out systems) the new owner must obtain an "Approval to Operate" from Council within 3 months of land ownership being transferred or otherwise conveyed.

Tree Preservation Order

The land is subject to Clause 5.9 of the Wingecarribee LEP 2010.

Available at www.wsc.nsw.gov.au.

Note: Enquiries should be made of the relevant Catchment Management Authority as to whether the *Native Vegetation Act 2003* applies.



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NOTE:

This certificate should be read in conjunction with the provisions of the *Environmental Planning & Assessment Act 1979*, the *Environmental Planning & Assessment (Amendment) Act 1997*, the *Environmental Planning & Assessment (Amendment) Regulation 1998*, the *Environmental Planning & Assessment (Further Amendment) Regulation 1998*, *Environmental Planning & Assessment (Savings and Transitional) Regulation 1998*, *Environmental Planning & Assessment Regulation 2000* and all other associated amendments and regulations.

END OF 149 (5)



Planning & Infrastructure

SCANNED

WINGECARRIBEE SHIRE	Doc No	1938558
City of Wollongong	File No	5901/14
14 MAR 2012		
M. P. P. P. P.		
Susan S		

Contact: Jenna Tague
Phone: (02) 4224 9461
Fax: (02) 4224 9470
Email: Jenna.Tague@planning.nsw.gov.au
Postal: PO Box 5475, Wollongong NSW 2520

Our ref: PP_2012_WINGE_002_00 (12/01886)
Your ref: 5901/14

Mr Jason Gordon
General Manager
Wingecarribee Shire Council
PO Box 141
MOSS VALE NSW

Dear Mr Gordon,

Re: Planning Proposal to amend the land use table in the Wingecarribee LEP 2010 in accordance with the directions of the Standard Instrument (Local Environmental Plans) Amendment Order 2011

I am writing in response to your Council's letter dated 25 January 2012 requesting a Gateway Determination under section 56 of the Environmental Planning and Assessment Act 1979 ("EP&A Act") in respect of the planning proposal to amend the land use tables for the RU1, RU2, RU4, R3, R5, B1, B2, B4, B5, B7, IN1, IN2, IN3, SP3, RE1, RE2, E3 and E4 Zones in the Wingecarribee LEP 2010 in accordance with the directions of the Standard Instrument (Local Environmental Plans) Amendment Order 2011.

As delegate of the Minister for Planning and Infrastructure, I have now determined that the planning proposal should proceed subject to variations as required by the conditions in the attached Gateway Determination.

It is noted that Council proposes to prohibit 'Open cut mining' in the RU1 Primary Production, IN1 General Industrial, IN2 Light Industrial and IN3 Heavy Industrial zones. Council is advised that 'Open cut mining' is a mandated use in the RU1 Zone under the Standard Instrument by item '3 Permitted with Consent', and therefore the Department does not support the removal of the subject land use from the land use table. Therefore, Council is to amend the planning proposal to ensure consistency with the Standard Instrument template. In addition Council is also advised that the SEPP (Mining, Petroleum Production and Extractive Industries) 2007 permits development with consent for the purposes of 'mining' on land where development for the purposes of 'agriculture' or 'industry' may be carried out. Given the inconsistency of the proposed amendment with the Mining SEPP, Council is to remove reference to prohibiting 'Open cut mining' in the IN1 General Industrial, IN2 Light Industrial and IN3 Heavy Industrial zones to avoid conflicting permissibility between Councils LEP and the SEPP, and to ensure that land use controls are as open and transparent as possible. Council is to ensure these amendments are undertaken prior to the commencement of consultation.

In relation to the planning proposal's inconsistencies with S117 Direction 1.3 Mining, Petroleum Production and Extractive Industries, Council is to consult with the NSW Department of Primary Industries - Minerals and Petroleum to undertaking community consultation. Council is to take into account any comments made and amend the planning proposal if necessary.

In relation to the planning proposal's inconsistencies with S117 Direction 4.4 Planning for Bushfire Protection, Council is to consult with the Commissioner of the NSW Rural Fire Service prior to undertaking community consultation. Council is to take into account any comments made and amend the planning proposal if necessary.

In relation to the planning proposal's inconsistencies with S117 Direction 5.2 Sydney Drinking Water Catchments, Council is to consult with the Sydney Catchment Authority prior to undertaking community consultation. Council is to take into account any comments made and amend the planning proposal if necessary.

The amending Local Environmental Plan (LEP) is to be finalised within 12 months of the week following the date of the Gateway Determination. Council's request for the Department to draft and finalise the LEP should be made six (6) weeks prior to the projected publication date.

The State Government is committed to reducing the time taken to complete LEPs by tailoring the steps in the process to the complexity of the proposal, and by providing clear and publicly available justification for each plan at an early stage. In order to meet these commitments, the Minister may take action under s54(2)(d) of the EP&A Act if the time frames outlined in this determination are not met.

Should you have any queries in regard to this matter, please contact Jenna Tague of the Regional Office of the Department on 02 4224 9461.

Yours sincerely,


Sam Haddad
Director-General

9/3/2012.



Gateway Determination

Planning Proposal (Department Ref: PP_2012_WINGE_002_00): to amend the land use table in the Wingecarribee LEP 2010 in accordance with the directions of the Standard Instrument (Local Environmental Plans) Amendment Order 2011.

I, the Director General, Department of Planning and Infrastructure as delegate of the Minister for Planning and Infrastructure, have determined under section 56(2) of the EP&A Act that an amendment to the Wingecarribee Local Environmental Plan 2010 to amend the land use tables for the RU1, RU2, RU4, R3, R5, B1, B2, B4, B5, B7, IN1, IN2, IN3, SP3, RE1, RE2, E3 and E4 Zones in accordance with the directions of the Standard Instrument (Local Environmental Plans) Amendment Order 2011 should proceed subject to the following conditions:

1. The prohibition of 'Open cut mining' from the RU1 Primary Production, IN1 General Industrial, IN2 Light Industrial and IN3 Heavy Industrial zones is not supported by the Department as it is inconsistent with the Standard Instrument template and the SEPP (Mining, Petroleum Production and Extractive Industries) 2007. Therefore, Council is to retain 'Open cut mining' under item '3, Permitted with Consent' in the RU1 Primary Production zone and remove reference to inserting 'Open cut mining' under item '4 Prohibited' in the IN1 General Industrial, IN2 Light Industrial and IN3 Heavy Industrial zones. Council is to ensure compliance with this condition prior to public authority consultation.
2. Community consultation is required under sections 56(2)(c) and 57 of the Environmental Planning and Assessment Act 1979 ("EP&A Act") as follows:
 - (a) the planning proposal must be made publicly available for 28 days; and
 - (b) the relevant planning authority must comply with the notice requirements for public exhibition of planning proposals and the specifications for material that must be made publicly available along with planning proposals as identified in section 4.5 of *A Guide to Preparing LEPs (Department of Planning 2009)*.
3. Consultation is required with the following public authorities under section 56(2)(d) of the EP&A Act:
 - Hawkesbury - Nepean Catchment Management Authority
 - Office of Environment and Heritage
 - NSW Rural Fire Service
 - NSW Department of Primary Industries – Mining and Petroleum
 - Sydney Catchment Authority
 - Southern Rivers Catchment Management Authority

Each public authority is to be provided with a copy of the planning proposal and any relevant supporting material. Each public authority is to be given at least 21 days to comment on the proposal, or to indicate that they will require additional time to comment on the proposal. Public authorities may request additional information or additional matters to be addressed in the planning proposal.

4. Further to Condition 3 above, Council is to consult with the NSW Department of Primary Industries – Minerals and Petroleum prior to undertaking community consultation and take into account any comments made and amend the planning proposal (if necessary) as per the requirements of S117 Direction 1.3 Mining, Petroleum Production and Extractive Industries.



Planning & Infrastructure

5. Further to Condition 3 above, Council is to consult with the Sydney Catchment Authority prior to undertaking community consultation and take into account any comments made and amend the planning proposal (if necessary) as per the requirements of S117 Direction 5.2 Sydney Drinking Water Catchments.
6. Further to Condition 3 above, Council is to consult with the Commissioner of the NSW Rural Fire Service prior to undertaking community consultation and take into account any comments made and amend the planning proposal (if necessary) as per the requirements of S117 Direction 4.4 Planning for Bushfire Protection.
7. A public hearing is not required to be held into the matter by any person or body under section 56(2)(e) of the EP&A Act. This does not discharge Council from any obligation it may otherwise have to conduct a public hearing (for example, in response to a submission or if reclassifying land).
8. The timeframe for completing the LEP is to be 12 months from the week following the date of the Gateway determination.

Dated

9th

day of

March

2012.

Sam Haddad

Sam Haddad
Director-General
Delegate of the Minister for Planning and
Infrastructure

**PLANNING PROPOSAL TO AMEND WINGECARRIBEE LOCAL ENVIRONMENTAL PLAN
2010 LAND USE TABLE – MARCH 2012**

The provisions of the Planning Proposal will result in an amendment to the Wingecarribee Local Environmental Plan 2010 Land Use Table as follows:

Zone affected	Amended to
RU1 Primary Production	o Insert <i>Ecotourist facility</i> under 3 Permitted with consent.
RU2 Rural Landscape	o Insert <i>Ecotourist facility</i> under 3 Permitted with consent.
RU4 Primary Production Small Lots	o Insert <i>Ecotourist facility</i> under 3 Permitted with consent.
R3 Medium density Residential	o Insert <i>Highway service centre</i> under 4 Prohibited.
R5 Large Lot Residential	o Insert <i>Highway service centre</i> under 4 Prohibited.
B1 Neighbourhood Business	o Remove <i>Plant nurseries</i> from 4 Prohibited (thereby permitting with consent). o Insert <i>Highway service centre</i> under 4 Prohibited.
B2 Local Centre	o Insert <i>Highway service centre</i> under 4 Prohibited.
B4 Mixed Use	o Insert <i>Highway service centre</i> under 4 Prohibited.
B5 Business Development	o Insert <i>Highway service centre</i> under 4 Prohibited.
B7 Business Park	o Remove <i>Garden centres</i> from 4 Prohibited (thereby permitting with consent). o Insert <i>Highway service centre</i> under 4 Prohibited.
IN1 General Industrial	o Insert <i>Camping grounds</i> under 4 Prohibited. o Remove <i>Animal boarding and training establishments</i> from 4 Prohibited (thereby permitting with consent).
IN2 Light Industrial	o Insert <i>Camping grounds</i> under 4 Prohibited.
SP3 Tourist	o Insert <i>Highway service centre</i> under 4 Prohibited. o Remove <i>Eco-tourist facilities</i> from 4 Prohibited (thereby permitting with consent).
RE1 Public Recreation	o Insert <i>Recreation facility (outdoor)</i> and <i>Recreation facility (major)</i> under 3 Permitted with consent.
RE2 Private Recreation	o Insert <i>Ecotourist facility</i> under 3 Permitted with consent.
E3 Environmental Management	o Insert <i>Agricultural produce industry</i> under 3 Permitted with consent. o Insert <i>Ecotourist facility</i> under 3 Permitted with consent. o Insert <i>Cellar Door Premises</i> under 3 Permitted with consent.
E4 Environmental Living	o Insert <i>Ecotourist facility</i> under 3 Permitted with consent.

**PLANNING PROPOSAL TO AMEND WINGECARRIBEE LOCAL ENVIRONMENTAL PLAN
2010 LAND USE TABLE – MARCH 2012**

Zone affected	Amended to
	○ Remove <i>Landscaping material supplies</i> from 3. Permitted with consent (thereby prohibiting). ○ Remove <i>Plant nurseries</i> from 3. Permitted with consent (thereby prohibiting).



Planning & Infrastructure



qB184654
12/02308

Department Generated Correspondence

WINGECARRIBEE SHIRE COUNCIL	
Created: 2011/09/11	MAIL IN!
Doc No	5901/10
File No	5901/10

Contact: Jenna Tague
Phone: (02) 4224 9461
Fax: (02) 4224 9470
Email: jenna.tague@planning.nsw.gov.au
Postal: PO Box 5475, Wollongong NSW 2520

Our ref: PR_2011_WINGE_004_00 (11/20618)
Your ref: 5901/10

Mr Jason Gordon
General Manager
Wingecarribee Shire Council
PO Box 141
MOSS VALE NSW 2577

OFFICER	MANAGER	INFO
B. Kennedy		
M. Phipps		

Dear Mr Gordon,

Re: Planning proposal to amend "Schedule 1 - Additional permitted uses" of Wingecarribee Local Environmental Plan 2010 to allow a Rural Fire Service training facility (including a helipad) at Lot 7307 Nattai Street, Welby

I am writing in response to your Council's letter dated 23 September 2011 requesting a Gateway Determination under section 56 of the Environmental Planning and Assessment Act 1979 ("EP&A Act") in respect of the planning proposal to amend "Schedule 1 - Additional permitted uses" of Wingecarribee Local Environmental Plan 2010 to allow a Rural Fire Service training facility (including a helipad) at Lot 7307 Nattai Street, Welby.

As delegate of the Minister for Planning and Infrastructure, I have now determined that the planning proposal should proceed subject to the conditions in the attached Gateway Determination.

While the intent of the planning proposal is generally supported, the Department does not support Council's approach of permitting the use through Schedule 1. Rather, Council should proceed adopting one of the following two options;

- insert 'Emergency service facilities' as permissible with consent in the E2 land use table; or
- rezone the site to E3 Environmental Management and insert 'Emergency service facilities' as permissible with consent in the E3 land use table.

While Council's concerns regarding the potential for an increase in development applications for Emergency service facilities in these zones is noted, the Department considers that any issues which may arise in terms of potential land use impacts can be satisfactorily addressed in development consent conditions.

The Director General's delegate has also agreed that the planning proposal's inconsistencies with S117 Directions 2.1 Environmental Protection Zones, 6.3 Site Specific Provisions and 5.1 Implementation of regional strategies are of minor significance. No further approval is required in relation to these Directions.

Council is to consult with the Commissioner of the NSW Rural Fire Service prior to undertaking community consultation and take into account any comments made as per the requirements of S117 Direction 4.4 Planning for Bushfire Protection.

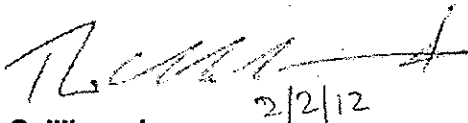
Council is to consult with the Sydney Catchment Authority prior to undertaking community consultation and take into account any comments made on the planning proposal as per the requirements of S117 Direction 5.2 Sydney Drinking Water Catchments.

The amending Local Environmental Plan (LEP) is to be finalised within 6 months of the week following the date of the Gateway Determination. Council should aim to commence the exhibition of the Planning Proposal within four (4) weeks from the week following this determination. Council's request for the Department to draft and finalise the LEP should be made six (6) weeks prior to the projected publication date.

The State Government is committed to reducing the time taken to complete LEPs by tailoring the steps in the process to the complexity of the proposal, and by providing clear and publicly available justification for each plan at an early stage. In order to meet these commitments, the Minister may take action under s54(2)(d) of the EP&A Act if the time frames outlined in this determination are not met.

Should you have any queries in regard to this matter, please contact Jenna Tague of the Regional Office of the Department on 02 4224 9461.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Tom Gellibrand', with a date '2/2/12' written below it.

Tom Gellibrand
Deputy Director General
Plan Making & Urban Renewal

Gateway Determination

Planning Proposal (Department Ref: PP_2011_WINGE_004_00): to amend "Schedule 1 - Additional permitted uses" of Wingecarribee Local Environmental Plan 2010 to allow a Rural Fire Service training facility (including a helipad) at Lot 7307 Nattai Street, Welby.

I, the Deputy Director General, Plan Making & Urban Renewal as delegate of the Minister for Planning and Infrastructure, have determined under section 56(2) of the EP&A Act that an amendment to the Wingecarribee Local Environmental Plan 2010 to amend "Schedule 1 - Additional permitted uses" to allow a Rural Fire Service training facility (including a helipad) at Lot 7307 Nattai Street, Welby should proceed subject to the following conditions:

1. Council should proceed with the Planning Proposal adopting one of the following two options:
 - insert 'Emergency service facilities' as permissible with consent in the E2 land use table; or
 - rezone the site to E3 Environmental Management and insert 'Emergency service facilities' as permissible with consent in the E3 land use table.

The Planning Proposal should be amended prior to exhibition to reflect Council's preferred approach.

2. In relation to S117 Direction 5.2 Sydney Drinking Water Catchments, Council is to consult with the Sydney Catchment Authority prior to undertaking community consultation for the planning proposal and take into account any comments made in progressing the draft LEP.
3. In relation to S117 Direction 4.4 Planning for Bushfire Protection, Council is to consult with the Commissioner of the NSW Rural Fire Service prior to undertaking community consultation and take into account any comments made in progressing the draft LEP.
4. Community consultation is required under sections 56(2)(c) and 57 of the Environmental Planning and Assessment Act 1979 ("EP&A Act") as follows:
 - (a) the planning proposal is classified as low impact as described in *A Guide to Preparing LEPs (Department of Planning 2009)* and must be made publicly available for 14 days; and
 - (b) the relevant planning authority must comply with the notice requirements for public exhibition of planning proposals and the specifications for material that must be made publicly available along with planning proposals as identified in section 4.5 of *A Guide to Preparing LEPs (Department of Planning 2009)*.
5. Consultation is required with the following public authorities under section 56(2)(d) of the EP&A Act:
 - NSW Rural Fire Service
 - Sydney Catchment Authority

Each public authority is to be provided with a copy of the planning proposal and any relevant supporting material. Each public authority is to be given at least 21 days to comment on the proposal, or to indicate that they will require additional time to comment on the proposal. Public authorities may request additional information or additional matters to be addressed in the planning proposal.



Planning & Infrastructure

6. A public hearing is not required to be held into the matter by any person or body under section 56(2)(e) of the EP&A Act. This does not discharge Council from any obligation it may otherwise have to conduct a public hearing (for example, in response to a submission or if reclassifying land).
7. The timeframe for completing the LEP is to be 6 months from the week following the date of the Gateway determination.

Dated 2nd day of February 2012.

Tom Gellibrand
Deputy Director General
Plan Making & Urban Renewal
Delegate of the Minister for Planning and
Infrastructure



Planning & Infrastructure

Contact: Meredith McIntyre
Phone: (02) 6229 7912
Fax: (02) 6229 7901
Email: meredith.mcintyre@planning.nsw.gov.au

Jason Gordon
General Manager
Wingecarribee Shire Council
PO Box 141
MOSS VALE NSW 2577

Classification
Dec 14

MAIL IN

Our ref: PP_2013_WINGE_016_00 (13/15619)
Your ref: 5901/27

23 SEP 2013

B. Stewart ✓

Dear Mr Gordon,

Planning proposal to amend Wingecarribee Local Environmental Plan 2010

I am writing in response to your Council's letter dated 13 September 2013 requesting a Gateway determination under section 56 of the Environmental Planning and Assessment Act 1979 ("EP&A Act") in respect of the planning proposal to insert a local clause to permit the short term rental of dwellings without development consent:

As delegate of the Minister for Planning and Infrastructure, I have now determined the planning proposal should proceed subject to the conditions in the attached Gateway determination.

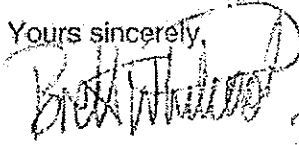
The Minister delegated his plan making powers to councils in October 2012. It is noted that Council has requested to be issued with delegation for this planning proposal. I have considered the nature of Council's planning proposal and have decided to issue an authorisation for Council to exercise delegation to make this plan.

The amending Local Environmental Plan (LEP) is to be finalised within 6 months of the week following the date of the Gateway determination. Council should aim to commence the exhibition of the planning proposal as soon as possible. Council's request to draft and finalise the LEP should be made directly to Parliamentary Counsel's Office 6 weeks prior to the projected publication date. A copy of the request should be forwarded to the Department for administrative purposes.

The State Government is committed to reducing the time taken to complete LEPs by tailoring the steps in the process to the complexity of the proposal, and by providing clear and publicly available justification for each plan at an early stage. In order to meet these commitments, the Minister may take action under section 54(2)(d) of the EP&A Act if the time frames outlined in this determination are not met.

Should you have any queries in regard to this matter, please contact Ms Meredith McIntyre of the Southern Regional office of the Department on 02 6229 7912.

Yours sincerely,


Brett Whitworth
Regional Director
Southern Region
Planning Operations & Regional Delivery

20 September 2013

Enclosed: Gateway determination; Delegation Authorisation



Gateway Determination

Planning proposal (Department Ref: PP_2013_WINGE_016_00): to permit the short term rental of dwellings without consent by inserting a local clause into the Wingecarribee LEP 2010.

I, the Regional Director, Southern Region at the Department of Planning and Infrastructure as delegate of the Minister for Planning and Infrastructure, have determined under section 56(2) of the EP&A Act that an amendment to the Wingecarribee Local Environmental Plan (LEP) 2010 to permit the short term rental of dwellings without consent should proceed subject to the following conditions:

1. Community consultation is required under sections 56(2)(c) and 57 of the Environmental Planning and Assessment Act 1979 ("EP&A Act") as follows:
 - (a) the planning proposal must be made publicly available for a minimum of **28 days**; and
 - (b) the relevant planning authority must comply with the notice requirements for public exhibition of planning proposals and the specifications for material that must be made publicly available along with planning proposals as identified in section 5.5.2 of *A Guide to Preparing LEPs* (Department of Planning & Infrastructure 2013).

No consultation is required with public authorities under section 56(2)(d) of the EP&A Act.

2. A public hearing is not required to be held into the matter by any person or body under section 56(2)(e) of the EP&A Act. This does not discharge Council from any obligation it may otherwise have to conduct a public hearing (for example, in response to a submission or if reclassifying land).
3. The timeframe for completing the LEP is to be **6 months** from the week following the date of the Gateway determination.

Dated 20th day of September 2013.

Brett Whitworth
Regional Director
Southern Region
Planning Operations & Regional Delivery
Department of Planning and Infrastructure

Delegate of the Minister for Planning and
Infrastructure



Planning & Infrastructure

WRITTEN AUTHORISATION TO EXERCISE DELEGATION

Wingecarribee Shire Council is authorised to exercise the functions of the Minister for Planning and Infrastructure under section 59 of the *Environmental Planning and Assessment Act 1979* that are delegated to it by instrument of delegation dated 14 October 2012, in relation to the following planning proposal:

Number	Name
PP_2013_WINGE_016_00	Planning proposal to Insert a local clause to permit the short term rental of dwellings without consent.

In exercising the Minister's functions under section 59, the Council must comply with the Department's "*A guideline for the preparation of local environmental plans*" and "*A guide to preparing planning proposals*".

Dated *20 September* 2013

Brett Whitworth
Regional Director
Southern Regional Team
Planning Operations & Regional Delivery
Department of Planning and Infrastructure

As delegate of the Minister for Planning and Infrastructure

Our Ref: DD13/0879
Your Ref: 33200239/1080897
Property No: 1772660

11 October 2013

Info Track
DX 578
Sydney

Dear Sir/Madam

Drainage Diagram

Property: Lot 26 Sec 2 DP 6221 - 5 ELLA STREET HILL TOP NSW 2575

Further to your recent enquiry regarding the above property, please find enclosed the sewer reference sheet as requested.

Please note that as the land is vacant a drainage diagram is not available as there has not been a dwelling built on the property, therefore a refund will be forwarded as soon as possible.

If you have any enquiries regarding this matter, please contact Council's Customer Service staff on (02) 4868 0888 during office hours, Monday to Friday.

Yours sincerely



Environmental Assessment Branch

Enclosure

LEGEND

- Water**

Water Hydrants

Water Valves

Water Meters

Water Pump Stations

Water Sources, Dams

Water Service Lines

Water Mains

Water Treatment Plants

Water Reservoirs

Sewer

Sewer Nodes

Sewer Manholes

Sewer Meters

Sewer Valves

Sewer Pump Stations

Sewer Service Lines

Sewer Mains

Sewer Trunk

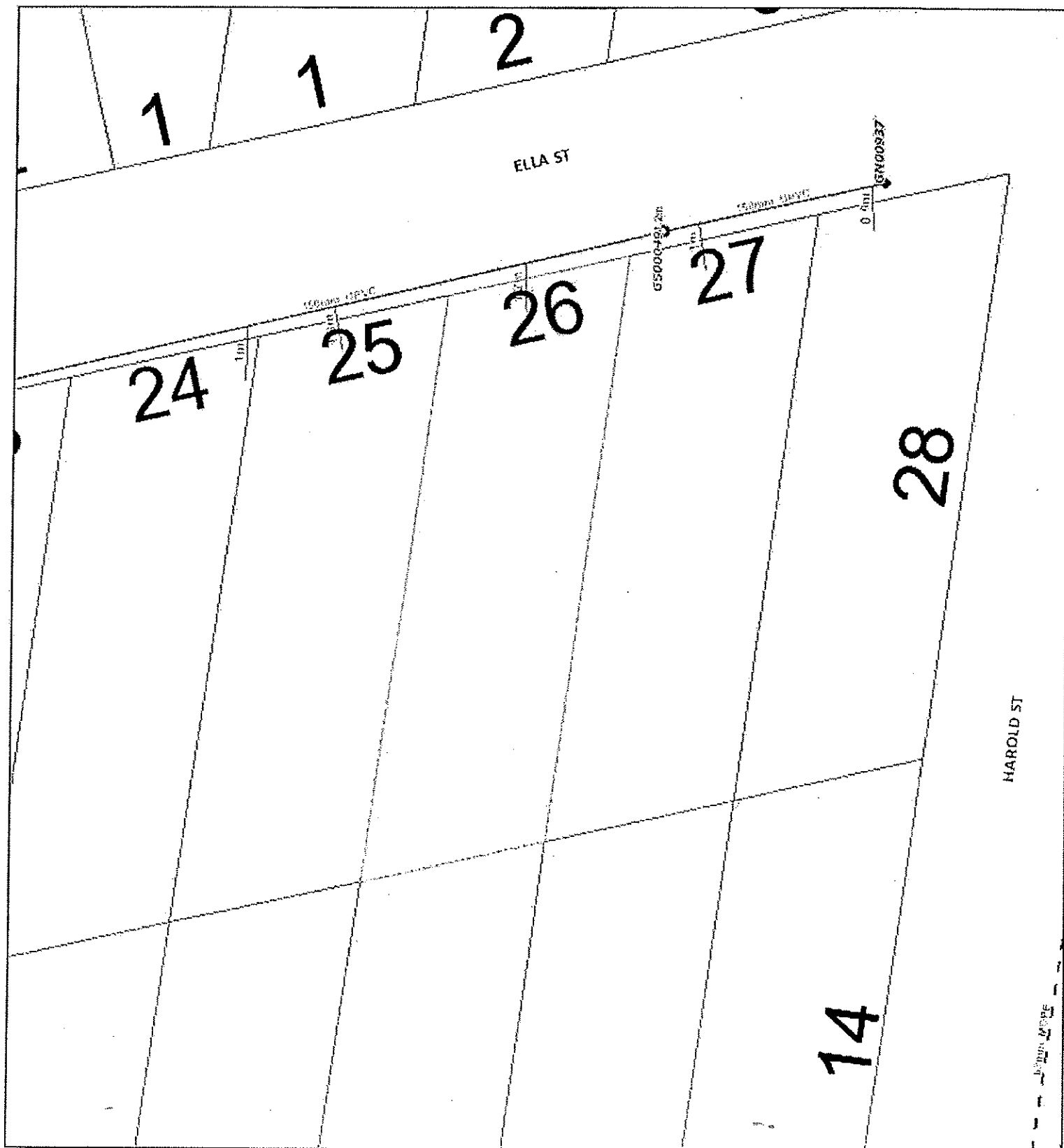
Sewer Treatment Plants



Note:

Some areas contain significant mismatch of up to 20m between Land Parcel boundaries and Water & Sewer GIS layers.

THIS PLAN SHOULD NOT BE USED TO MEASURE THE LOCATION OF WATER AND SEWER ASSETS RELATIVE TO PROPERTY BOUNDARIES.

[illegible]

15B CERTIFICATE

FN00-03558P0
TCER13-14873P2



INFOTRACK
DX 578
SYDNEY

Your ref: 33200239

CERTIFICATE UNDER SECTION 15 OF THE MINE SUBSIDENCE COMPENSATION ACT 1961

**LOT 17 DP 6221 SECTION 2 NO 5 ELLA ST HILL TOP
INSPECTION REVEALED VACANT LAND**

This property is in a proclaimed Mine Subsidence District and future surface development is subject to the approval of the Mine Subsidence Board.

The purpose of a district is to prevent damage through surface development controls which take account of the risk of damage by subsidence from old, current and future mining.

If you intend to subdivide or to alter or build improvements on this property, you need Mine Subsidence Board approval. Guidelines for surface development apply and may be different for adjacent land. Contact the Mine Subsidence Board before you compile plans.

At the date of this certificate, the requirements of the Mine Subsidence Compensation Act in respect of this property have been complied with.

Consequently, the owner of any improvements existing on the property on that date is entitled to compensation for any damage caused by mine subsidence.

Lyn Evans
Picton
for G Cole-Clark
Chief Executive Officer

30 October 2013

Fee: \$50.00
(GST Exempt)

15B CERTIFICATE



FN00-03558P0
TCER13-14873P2

GUIDELINES FOR NEW SURFACE DEVELOPMENT

As a guide to persons intending to erect improvements on this property, the Board has adopted the following surface development guidelines and will consider applications for:

1. *Single or two storey timber or steel framed improvements clad with weatherboards or other similar materials, erected on reinforced concrete footings and/or slabs to comply with AS 2870. These improvements are limited to a maximum length of 30 metres and maximum width of 18 metres.*
2. *Single storey brick veneer improvements erected on reinforced concrete footings and/or slabs to comply with AS 2870.*
 - a) *Improvements erected on strip footings or waffle raft slabs are limited to a maximum length of 30 metres and maximum width of 18 metres.*
 - b) *Improvements erected on stiffened raft slabs are limited to a maximum length of 24 metres and maximum width of 18 metres.*
3. *Two storey brick veneer improvements erected on reinforced concrete footings and/or slabs to comply with AS 2870.*
 - a) *Improvements erected on strip footings are limited to a maximum length of 24 metres and maximum width of 18 metres.*
 - b) *Improvements erected on stiffened/waffle raft slabs are limited to a maximum length of 21 metres and maximum width of 18 metres.*
4. *Full masonry and other types of improvements will be considered for this property under the Board's 'Graduated Guidelines for Residential Construction'. The improvements will be subject to length restriction and may require engineering design. Details of the requirements may be obtained from the Board's technical staff.*

Architectural plans submitted to the Mine Subsidence Board for approval must show the location and detailing of articulation/control joints in brickwork to comply with the requirements of the Building Code of Australia and best building practices.

If you intend to subdivide or to alter or build improvements on this property, you need Mine Subsidence Board approval. During planning and design of proposed improvements applicants should consult with our staff.

for G Cole-Clark, Chief Executive Officer

30 October 2013

15C CERTIFICATE

FN00-03558P0
TCER13-14874P2



INFOTRACK
DX 578
SYDNEY

Your ref: 33200239

CERTIFICATE UNDER SECTION 15 OF THE MINE SUBSIDENCE COMPENSATION ACT 1961

LOT 17 DP 6221 SECTION 2 NO 5 ELLA ST HILL TOP

At the date of this certificate, NO CLAIMS for compensation have been paid or are pending in respect of this property.

A handwritten signature in cursive script, appearing to read "Lyn Evans".

Lyn Evans
Picton
for G Cole-Clark
Chief Executive Officer

30 October 2013

Fee: \$25.00
(GST Exempt)

