

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Jindabyne Real Estate Shop 12, The Town Centre, Jindabyne, NSW 2627	phone: 02 6456 2216 email: ben@jre.net.au ref: Ben Clancy
co-agent		
vendor	AKTBF Pty Ltd (ACN 618 634 807) 1 Merridong Road, Elanora Heights NSW 2101	
vendor's solicitor	HPL Law Group Suite 408, 39 East Esplanade, Manly NSW 2095	phone: 0424 093 776 email: daniel@hpl.com.au ref: DS:251027
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 7, 39 GIPPSLAND ST JINDABYNE NSW 2627 LOT 7 STRATA PLAN SP34501 Folio Identifier 7/SP34501	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

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

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

Highland Strata
PO Box 627, Moss Vale NSW 2577
admin@highlandstrata.com.au
02 4868 3466

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
 - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

UNIT 7, 39 GIPPSLAND ST JINDABYNE NSW 2622

Inventory List

"Alpha Centuri 7/39 Gippsland St, Jindabyne"

Room	Item	Quantity	Notes
Balcony	Chairs	2	
Balcony	Clothes Airer	1	
Bathroom 1	Table	1	
Bathroom 1	Toilet Brush	1	w/ Holder
Bathroom 1	Wall Heater	1	Heller
Bathroom 2 / Laundry	Clothes Airer	1	
Bathroom 2 / Laundry	Dryer	1	Simpson 4kg
Bathroom 2 / Laundry	Heater	1	Heller
Bathroom 2 / Laundry	Iron	1	
Bathroom 2 / Laundry	Toilet Brush	1	w/ Holder
Bathroom 2 / Laundry	Washing Machine	1	Euromaid 10kg
Bedroom 1	Bed Frame	1	White
Bedroom 1	Canvas	1	
Bedroom 1	Clothes Hanger	1	Timber
Bedroom 1	Coat Hanger	Assorted	
Bedroom 1	Lamps	2	
Bedroom 1	Mattress	1	Queen
Bedroom 1	Mattress Protector	1	Queen
Bedroom 1	Roller Blind	1	
Bedroom 1	Side Table	2	Stool
Bedroom 1	Vase	1	w/ Gum Leaves
Bedroom 1	Wall Heater	1	Rinnai
Bedroom 2	Bed Frame	1	White - King Single
Bedroom 2	Bunk Bed	1	King Single
Bedroom 2	Canvas	1	
Bedroom 2	Mattress	3	King Single
Bedroom 2	Mattress Protector	3	King Single
Bedroom 2	Roller Blind	1	
Bedroom 2	Shelving Unit	1	
Bedroom 2	Side Table	1	Light Wood
Bedroom 2	Wall Heater	1	polo
Bedroom 3	Bed Frame	1	White - Queen
Bedroom 3	Bedsides	2	
Bedroom 3	Bunk Bed	1	King Single
Bedroom 3	Canvas	1	
Bedroom 3	Clothes Hanger	1	Timber
Bedroom 3	Coat Hanger	Assorted	
Bedroom 3	Lamps	2	
Bedroom 3	Mattress	3	2 King Singles 1 Queen
Bedroom 3	Mattress Protector	3	2 King Singles 1 Queen
Bedroom 3	Power Board	1	
Bedroom 3	Roller Blind	2	
Bedroom 3	Wall Heater	1	Nobo
Dining Room	A/C	1	Mitsubishi w/ Remote
Dining Room	Bench	2	Wooden

Dining Room	Canvas	1	Native Plants
Dining Room	Table	1	Wooden
Entrance	Grate	1	S/S
Garage	Bin	1	
Garage	Broom	1	
Garage	Clothes Airer	1	
Garage	Dust Pan & Brush	1	
Garage	Fridge	1	
Garage	Hose	1	
Garage	Mop and Bucket	1	
Garage	Vacuum	1	
Kitchen Cutlery	Fork	24	
Kitchen Cutlery	Knife	23	
Kitchen Cutlery	Spoon	21	
Kitchen Cutlery	Tea Spoon	10	
Kitchen	Bin	1	
Kitchen	Coaster	4	Wooden
Kitchen	Dishrack	1	S/S
Kitchen	Oven Mit	1	Green
Kitchen	Salt and Pepper Set	1	
Kitchen	Table Cloth	1	
Kitchen	Tea Towel	2	Green
Kitchen	Vase	1	w/ Dried Flowers
Kitchen Appliance	Dishwasher	1	Delongi White
Kitchen Appliance	Fridge	1	White Westinghouse
Kitchen Appliance	Kettle	1	S/S
Kitchen Appliance	Microwave	1	S/S
Kitchen Appliance	Oven	1	S/S Westinghouse
Kitchen Appliance	Pod/Coffee Machine	1	Espressotopia
Kitchen Appliance	Stove Top	1	S/S Westinghouse
Kitchen Appliance	Toaster	1	Russell Hobbs S/S
Kitchen Cookware	Baking Tray	2	
Kitchen Cookware	Frying Pan	3	
Kitchen Cookware	Roasting Tray	2	
Kitchen Cookware	Saucepot	3	w/ Lids
Kitchen Cookware	Soup pot	1	w/ Lid
Kitchen Cookware	Steamer	1	
Kitchen Crockery/Glass	Bowl	11	
Kitchen Crockery/Glass	Champagne Glass	5	
Kitchen Crockery/Glass	Dinner Plate	14	
Kitchen Crockery/Glass	Mug	13	8x Coffee culture brand
Kitchen Crockery/Glass	Oval Plate	1	White ceramic
Kitchen Crockery/Glass	Salad Bowl	2	White ceramic
Kitchen Crockery/Glass	Side Plate	11	
Kitchen Crockery/Glass	Water Glass	5	
Kitchen Crockery/Glass	Wine Glass	13	
Kitchen Utensils	BBQ Flip	1	S/S

Kitchen Utensils	BBQ Tongs	2	S/S
Kitchen Utensils	Bottle Opener	1	
Kitchen Utensils	Can Opener	1	
Kitchen Utensils	Chopping Board	3	
Kitchen Utensils	Egg Flip	1	
Kitchen Utensils	Grater	1	
Kitchen Utensils	Colander	1	
Kitchen Utensils	Knife Block	1	w/ 4 Knives
Kitchen Utensils	Measuring Cup Set	1	S/S
Kitchen Utensils	Measuring Spoon Set	1	S/S
Kitchen Utensils	Peeler	1	
Kitchen Utensils	Salad Servering Set	1	
Kitchen Utensils	Scissors	1	
Kitchen Utensils	Tongs	3	S/S
Kitchen Utensils	Whisk	2	S/S
Kitchen Utensils	Zester	1	w/ Holder
Living Room	Blanket	1	
Living Room	Canvas	1	
Living Room	Coaster	4	Marble
Living Room	Coffee Table	1	Round
Living Room	Curtain	2	
Living Room	Cushion	4	
Living Room	Floor Lamp	1	
Living Room	Lounge	1	L Shape
Living Room	Outside Cushion	2	
Living Room	Power Board	1	
Living Room	Roller Blind	2	
Living Room	Side Table	2	
Living Room	TV	1	Hiesene w/ Remote
Living Room	Vase	1	w/ Dried Flowers
Stairs/hallway	Mat	1	Straw

SPECIAL CONDITIONS

IMPORTANT NOTICE TO VENDORS AND PURCHASERS: You should refer to these provisions in conjunction with the preparation and signature of this contract.

33 Variation of this Contract

- 33.1 The preceding conditions of this agreement are amended in accordance with the subclauses of this clause.
- 33.2 Clause 1 is amended as follows:
 - 33.2.1 definition of “*work order*” is amended by inserting the words, “*issued by a competent authority*” after the word “*order*”
- 33.3 Clause 5 is deleted.
- 33.4 Clause 7.1.1 is amended by replacing 5% with 1%.
- 33.5 Clauses 10.1.8 and 10.1.9 are amended by omitting the words “substance” and “disclosed” and replacing them with the words “existence” and “noted” respectively.
- 33.6 Clause 14.4.2 is deleted and substituted with the following:
 - “14.4.2 The amount to be adjusted shall be determined by multiplying the taxable value of the property (for land tax purposes for the land tax year current at the date of completion) by 1.6% or such other rate as applies at the date of completion (provided the amount to be adjusted must not exceed the amount of land tax that is actually paid or payable for the year).”
- 33.7 Clause 23.13 is deleted in its entirety.
- 33.8 Clause 23.14 is deleted in its entirety.
- 33.9 Clause 23.15 is amended to read:
 - “23.15 The vendor authorises the purchaser to apply for the purchaser’s own certificate and the purchaser must provide a copy to the vendor’s solicitor on or before submitting the settlement adjustments.”
- 33.10 Clause 25 is deleted.
- 33.11 Clause 31.2 is amended by replacing 5 days with 3 days.

34 Requisitions on Title

- 34.1 Subject to any prescribed items implied by law, the purchaser accepts the vendor’s title to the property and waives all requisitions.

35 Extension(s) to cooling off period

- 35.1 If a cooling-off period applies to this Contract then on request for extension and each subsequent occasion that the Purchaser requests an extension thereof and the request is granted by the Vendor, the Purchaser must on completion pay a further sum of \$180.00 (plus GST) for the Vendor’s additional legal costs associated with dealing with the Purchaser’s request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor’s actual costs. The payment of this fee is an essential term of the completion of this Contract.

36 Default in Completion

- 36.1 It is hereby expressly agreed and declared that at any time after 5:30pm on the completion date referred to in this Contract either party shall be entitled to serve upon the other a Notice to Complete this Contract requiring the other party to complete the same within such period or upon such date as the said notice may specify but being a minimum of fourteen (14) days from the date of service of such notice making such time for settlement of the essence of the Contract. The parties acknowledge that the time for settlement of the Contract therein specified shall be reasonable and of the essence of the Contract and the receiving party shall not be entitled to make any objection thereto. If the receiving party shall fail to comply with the same the other party shall forthwith be entitled to terminate this Contract provided however that the sending party shall be at liberty at any time to withdraw the said notice without prejudice to his continuing right to give any further such notice.

- 36.2 If this Contract is not completed by the completion date then the Purchaser must pay interest on the unpaid balance of the price at the rate of 10% per annum calculated daily from and including the completion date but excluding the actual day of settlement, and:
- 36.2.1 The interest must be paid on completion;
 - 36.2.2 The Vendor is not obliged to complete unless that interest is paid;
 - 36.2.3 Interest payable pursuant to this Special Condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract;
 - 36.2.4 The right to interest does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract.
- 36.3 The Purchaser need not pay interest under this Special Condition for any period that the Purchaser's failure to complete is caused solely by the Vendor. Should the Vendor serve a notice to complete the Purchaser will be liable for a fee of \$250.00 (plus GST), payable on completion.

37 Acceptance of Present Condition

- 37.1 The Purchaser acknowledges that it is purchasing the property in its present condition and state of repair (both patent and latent) and subject to any infestation and dilapidation and whether or not affected by insect or pest and whether or not any of the improvements upon the property are subject to or insured under the provisions of the Builders Licensing Act 1971 (NSW), the Home Building Act 1989 (NSW) or the Building Services Corporation Act 1989 (NSW), and the Purchaser will raise no objection, requisition or claim for compensation in respect of such matters.

38 Warranty as to Agent

- 38.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any real estate agent except the agent (if any) named on the front page of this contract, and the Purchaser indemnifies the Vendor (and if more than one, each of them):
- 38.1.1 against any claim for commission which might be made by an agent resulting from an introduction forming a breach of such warranty; and
 - 38.1.2 against all costs and expenses incidental to defending any such claim.
- 38.2 The indemnities in this clause shall continue after termination of this contract and shall not merge on completion.

39 National Credit Code

- 39.1 If the National Credit Code is applicable, the Purchaser acknowledges that the Vendor has entered into this Contract on the Purchaser's warranty that:
- 39.1.1 the Purchaser does not require credit in order to pay for the property; or
 - 39.1.2 if the Purchaser requires credit in order to pay for the property, the Purchaser has obtained such credit on reasonable terms prior to the date of this Contract.

40 Tax File Number

- 40.1 If the Contract says the deposit is to be invested all parties must provide their respective tax file numbers to the deposit holder by no later than the date of this Contract and in the event of default by any party resulting in the bank or financial institution withholding any amount, such amount shall be deducted from the defaulting party's share of the interest.

41 Death or Incapacity

- 41.1 Without in any manner negating limiting or restricting any rights or remedies available to either party at law or in equity had this clause not been included, should either party (or, if more than one, any of them) die, become mentally ill, become insolvent or appoint or suffer the appointment of a trustee in bankruptcy, receiver, receiver/manager, voluntary administrator or liquidator, then the other may rescind at any time thereafter.

42 Rescheduled Settlement

- 42.1 In the event settlement does not take place on the scheduled settlement day, due to default of the Purchaser or their Mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$275.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

43 Corporate Purchaser

- 43.1 In the event of the Purchaser purporting to be a company, each person who signs on behalf of the Purchaser:
- 43.1.1 warrants that the company has been incorporated and exists at law and agrees that he or she shall be personally liable under this contract, both jointly and severally, as if he or she had been named as a Purchaser; and
 - 43.1.2 guarantees (jointly and severally) the due performance of the Purchaser in relation to its obligations pursuant to the terms of this contract in every respect as if he or she had personally entered into this contract himself/herself.

44 Alterations to Contract

- 44.1 The Vendor and Purchaser each authorise their Solicitor or Licensed Conveyancer (or any employee of that Solicitor or Licensed Conveyancer) to make alterations to the Contract as agreed to between the parties (including the addition of annexures) at any time after execution of this Contract by the party, up until the date of this Contract.
- 44.2 Any such alteration or addition shall be binding upon the relevant party deemed hereby to have authorised the same as if the alteration or addition of annexures was made prior to the contract being signed by that party.

45 Purchaser Acknowledgement

- 45.1 The Purchaser does not rely upon any warranty, undertaking or acknowledgment whether given by the Vendor or his Agents or otherwise other than such warranties, undertakings and acknowledgments as are expressly set out in this Contract.

46 Subject to Short-Term Holiday Tenancy

- 46.1 The Vendor discloses:
- a) the property is used for holiday accommodation purposes;
 - b) the vendor will continue to accept holiday accommodation bookings after the date of this contract unless expressly agreed otherwise with the purchaser;
 - c) holiday accommodation bookings may exist after completion
- 46.2 It is an essential term of this contract that the purchaser honours all holiday bookings that exist after the date for completion.
- 46.3 In the event that the vendor has received any monies for future holiday bookings that will occur after the completion date they shall on completion make adjustment in favour of the purchaser for any such monies received



FOLIO: 7/SP34501

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
22/8/2025	2:03 PM	8	14/11/2023

LAND

LOT 7 IN STRATA PLAN 34501

AT JINDABYNE

LOCAL GOVERNMENT AREA SNOWY MONARO REGIONAL

FIRST SCHEDULE

AKTBF PTY LTD

(T AT599916)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP34501

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP34501

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
22/8/2025	2:03 PM	7	27/3/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 34501
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT JINDABYNE

LOCAL GOVERNMENT AREA SNOWY MONARO REGIONAL

PARISH OF CLYDE COUNTY OF WALLACE

TITLE DIAGRAM SHEET 1 SP34501

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 34501

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- HIGHLAND STRATA

PO BOX 627

MOSS VALE NSW 2577

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM CREATED BY:
DP551838 FOR WATER SUPPLY 6.095 WIDE
DP243795 TO DRAIN SEWAGE 3 WIDE
DP243795 TO DRAIN SEWAGE & WATER VARIABLE WIDTH
- 3 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
DP243795 TO DRAIN SEWAGE
- 4 DP243795 RESTRICTION(S) ON THE USE OF LAND
R180330 VARIATION
- 5 SP97478 INITIAL PERIOD EXPIRED
- 6 AP212792 CONSOLIDATION OF REGISTERED BY-LAWS
- 7 AP212792 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 120)

STRATA PLAN 34501

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 10	2	- 10	3	- 10	4	- 10
5	- 10	6	- 10	7	- 10	8	- 10
9	- 10	10	- 10	11	- 8		

END OF PAGE 1 - CONTINUED OVER

251027...

PRINTED ON 22/8/2025

FOLIO: CP/SP34501

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 120) (CONTINUED)

STRATA PLAN 34501

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
-----	-----	-----	-----	-----	-----	-----	-----

STRATA PLAN 97478

LOT	ENT
-----	-----

12	- 12
----	------

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

251027...

PRINTED ON 22/8/2025

* 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.

STRATA PLAN 34501

Registered :  29.3.1983

C.A. : Nº 38/88 OF 10.1.1989

Purpose : STRATA PLAN

Ref. Map : PARISH*

Last Plan : DP 243795

THE PROPRIETORS - STRATA PLAN No. 3450
39 GIPPSLAND STREET
JINDABYNE 2627

Signature: R. Knight
Date: 17-11-88

Director
Secretary



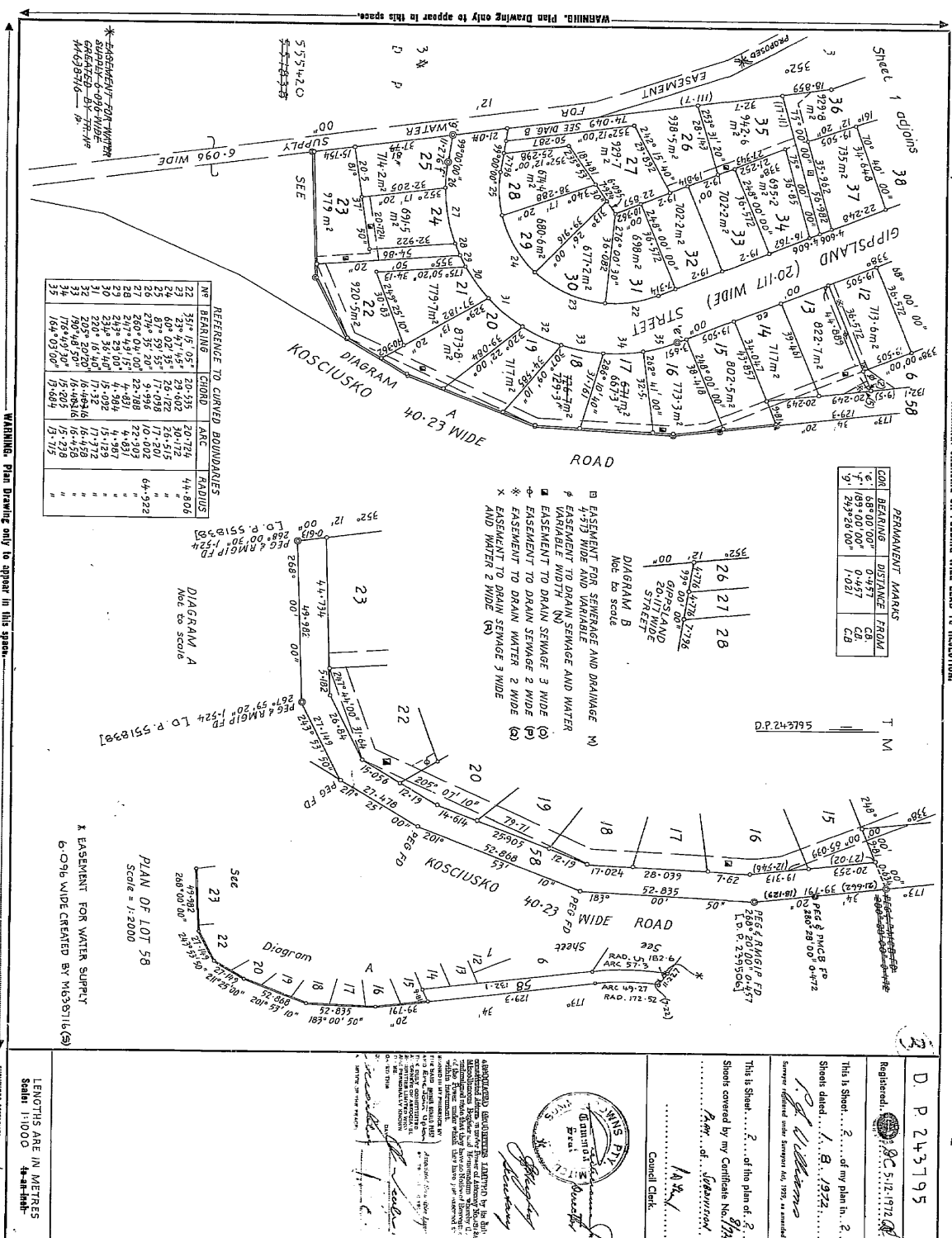
Signed at Sydney the 15th day of
February 1959 for Commonwealth
 Rank of Major by its duly appointed Attorney
 General
 Minister of Attorney-General 3713 Mo. 829

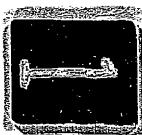
Witnesses

1

Plan Drawing only to appear in this space

Seq:R970277 /Doc:SP 0034501 P /Rev:27-Mar-2009 /NSW LRS /Pgs:ALL /Prt:01-Aug-2023 11:04 /Seq:2 of 2
 Office of the Registrar-General /Src:InfoTrack /Ref:23:LH:1172





AMENDMENTS AND/OR ADDITIONS MADE ON											
PLAN IN THE LAND TITLES OFFICE											
10	20	30	40	50	60	70	Table of mm	110	120	130	140

16th May, 1990

Registrar General this day

This negative is a photograph made as a permanent record of a document in the custody of the

1

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT 1919

PART 1 Sheet one of five sheets

Plan:
DP243795

Subdivision of the land in Certificate of Title Volume 11824 Folio 180 covered by Shire Clerk's Certificate No. 6/72.

Sumnerdowns Pty. Limited a Company duly incorporated and having its registered office at 276 Pitt Street, Sydney

1. Identity of easement or restriction firstly referred to in above-mentioned plan:
Easement to drain sewage 3 wide

Lot's Burdened	Lot's, name of road or authority benefited
1	2,3,4
2	1,3,4
3	1,2,4
4	7,8,9,10,11
5	6,7,8,10,11
6	6,7,8,10,11
7	6,7,8,9,11
8	6,7,8,9,11
9	6,7,8,9,11
10	6,7,8,9,11
11	12,13,14,15,16,17,18,19,20,21,22,23,24,25
12	12,13,14,15,16,17,18,19,20,21,22,23,24,25
13	12,13,14,15,16,17,18,19,20,21,22,23,24,25
14	12,13,14,15,16,17,18,19,20,21,22,23,24,25
15	12,13,14,15,16,17,18,19,20,21,22,23,24,25
16	12,13,14,15,16,17,18,19,20,21,22,23,24,25
17	12,13,14,15,16,17,18,19,20,21,22,23,24,25
18	12,13,14,15,16,17,18,19,20,21,22,23,24,25
19	12,13,14,15,16,17,18,19,20,21,22,23,24,25
20	12,13,14,15,16,17,18,19,20,21,22,23,24,25
21	12,13,14,15,16,17,18,19,20,21,22,23,24,25
22	12,13,14,15,16,17,18,19,20,21,22,23,24,25
23	12,13,14,15,16,17,18,19,20,21,22,23,24,25
24	12,13,14,15,16,17,18,19,20,21,22,23,24,25
25	12,13,14,15,16,17,18,19,20,21,22,23,24,25
26	27,35
27	26,27
28	48
29	51,52,53
30	50,52,53
31	50,52,53
32	50,51,53
33	54
34	1,2,3,4
35	12,13,14,15,16,17,18,19,20,21,22,23,24,25
36	12,13,14,15,16,17,18,19,20,21,22,23,24,25

2. Identity of easement or restriction secondly referred to in above-mentioned plan:
Easement to drain sewage 2 wide

Lot's Burdened	Lot's, name of road or authority benefited
13	All other Lots and Snowy River Shire Council
22	All other Lots and Snowy River Shire Council

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 - SHEET 2.

PART 1 (continued) Sheet two of five sheets

Plan:
DP243795

Subdivision of the land in Certificate of Title Volume 11824 Folio 180 covered by Shire Clerk's Certificate No. 6/72.

Sumnerdowns Pty. Limited a Company duly incorporated and having its registered office at 276 Pitt Street, Sydney

3. Identity of easement or restriction thirdly referred to in above-mentioned plan:
Easements to drain water 2 wide

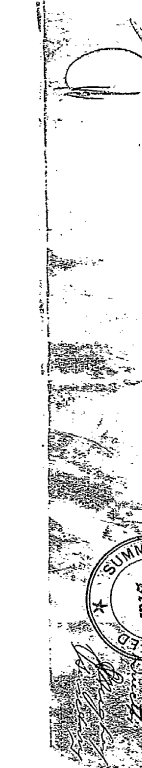
4. Identity of easement or restriction fourthly referred to in above-mentioned plan:
Easement to drain sewage and water variable width

5. Identity of easement or restriction fifthly referred to in above-mentioned plan:
Easement for sewerage and drainage 4,573 wide and variable

6. Identity of easement or restriction sixthly referred to in above-mentioned plan:
Easement to drain water 3 wide

7. Identity of easement or restriction seventhly referred to in above-mentioned plan:
Easement to drain sewage and water 2 wide

Lot's Burdened	Lot's, name of road or authority benefited
1	Snowy River Shire Council
12	Snowy River Shire Council



2

AMENDMENTS AND/OR ADDITIONS MADE ON											
PLAN IN THE LAND TITLES OFFICE											
10	20	30	40	50	60	70	Table of mm	110	120	130	140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 16th May, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 - SHEET 2.

PART 1 (continued) Sheet three of five sheets

Plan:

DP243795

Subdivision of the land in Certificate of Title Volume 11824 Folio 180 covered by Shire Clerk's Certificate No. 8/72.

Full name and address of proprietor of the land:

Summerdowns Pty. Limited a Company duly incorporated and having its registered office at 276 Pitt Street, Sydney

8. Identity of easement or restriction

slightly referred to in above-mentioned plan:

Restrictions as to User

Schedule of Lots, etc. affected

Lot 1 of 100 or 100/100

Every other Lot except Lot 57

PART 2

4. Terms of Easement to drain sewage and water variable width fourmly referred to in above-mentioned plan:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land hereinafter indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him and for the body in whose favour this easement is created and every person authorised by it from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through the land hereinafter indicated as the servient tenement and together with the right from time to time and at all times to drain water (whether rain, storm, spring, seepage or seepage water) in any quantities across and through the land hereinafter indicated as the servient tenement together with the right to use for the purposes of the easement any line or lines of pipes already laid within the servient tenement for the purposes of draining sewage or draining water or any pipe, or pipes in replacement or in substitution thereof and where no line of pipes exist to lay place and maintain a line or lines of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the grantee and every person authorised by him with any tools, implements or machinery necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or lines or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

5. Terms of Easement for sewerage and drainage 4.573 wide and variable width referred to in above-mentioned plan:

Full and free right for every person who is at any time entitled



INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 - SHEET 2.

PART 2 (continued) Sheet five of five sheets

Plan:

DP243795

Subdivision of the land in Certificate of Title Volume 11824 Folio 180 covered by Shire Clerk's Certificate No. 8/72.

Full name and address of proprietor of the land:

Summerdowns Pty. Limited a Company duly incorporated and having its registered office at 276 Pitt Street, Sydney

8. Terms of Restrictions as to User slightly referred to in above-mentioned plan:

- (a) That no building shall be erected on any lot except for one private dwelling house of not less than 1000 square feet in area including the area of attached garage or carport.
- (b) That no building shall be erected on any lot with walls of flat fibro cement or with a corrugated iron roof.
- (c) That no hoarding or other advertising structure shall be erected on any lot.
- (d) That no fence shall be erected on any lot to divide it from any lot having the benefit of this restriction without the consent of Summerdowns Pty. Limited but such consent shall not be withheld if such fence is erected without expense to Summerdowns Pty. Limited its successors and assigns other than purchasers in sale and in favour of any person dealing with the registered proprietor for the time being of any lot such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (e) The above covenants may be released varied or modified by Summerdowns Pty. Limited.

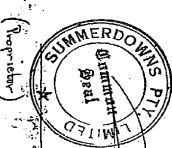
DATED this 19th day of September, 1972.

THE COMMON SEAL OF SUMMERDOWNS PTY. LIMITED was hereunto

affixed by authority of the Board of Directors in the

presence of:

[Signature]



Witness under whose hand and seal the above instrument has been signed and sealed this 19th day of September 1972.

3

AMENDMENTS AND/OR ADDITIONS MADE ON											
PLAN IN THE LAND TITLES OFFICE											
10	20	30	40	50	60	70	Table of mm	110	120	130	140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 16th May, 1990

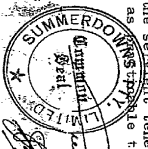
INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 - SHEET 1.

DP243795 PART 2 (Continued) Sheet four of five sheets
Covered by Shire Clerk's Certificate No. 8/72.

to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him and for the body in whose favour this easement is created and every person authorised by it from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement and together with the right from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through the land herein indicated as the servient tenement together with the right to use for the purposes of the easement any line or lines of pipes already laid within the servient tenement for the purposes of draining sewage or draining water or any pipe or pipes in replacement or in substitution thereof and where no line of pipes exist to lay pipe and maintain a line or lines of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the grantee and every person authorised by him with any tools, implements or machinery necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or lines or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

7. ^{3m} Terms of Easement to drain sewage and water 2 wide severally referred to in abovementioned plan:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him and for the body in whose favour this easement is created and every person authorised by it from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement and together with the right from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through the land herein indicated as the servient tenement together with the right to use for the purposes of the easement any line or lines of pipes already laid within the servient tenement for the purposes of draining sewage or draining water or any pipe or pipes in replacement or in substitution thereof and where no line of pipes exist to lay pipe and maintain a line or lines of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the grantee and every person authorised by him with any tools, implements or machinery necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or lines or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.



Instrument pursuant to Regulation 52D Conveyancing Act (Regulation, 1961) setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Deposited Plan 243795.

243795

N024212

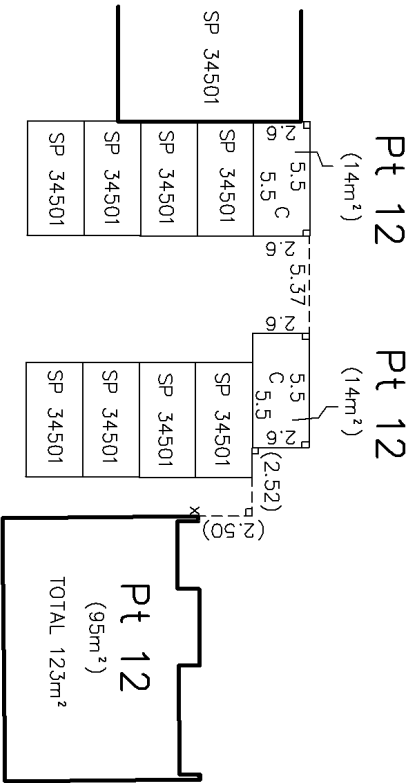
8C 5-12-1972

J. B. McLean



FLOOR PLAN

x INDICATES PROLONGATION OF OUTER FACE OF WALL



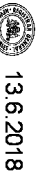
C DENOTES CAR SPACE

CARSPACES ARE RESTRICTED IN HEIGHT TO
2.5m ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS

ALL AREAS ARE APPROXIMATE AND FOR STRATA PURPOSES ONLY

Surveyor: Garth Alexander Moxon
Surveyor's Ref: 17022
Subdivision No: **SC4020/2018**
Lengths are in metres, Reduction Ratio 1:250



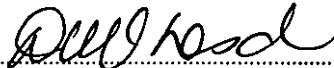

Registered


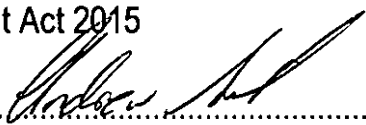



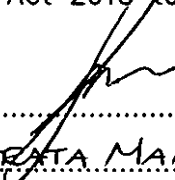
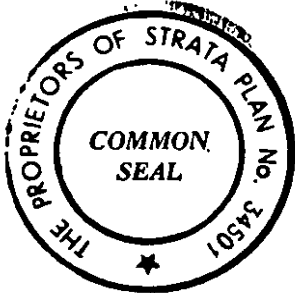
13.6.2018


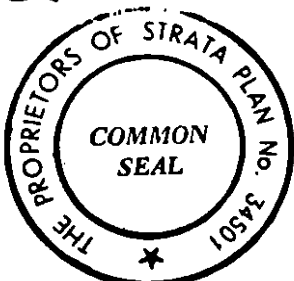
SP97478

1	20	30	40	50	60	70	80	90	100	110	120	130	140	150
---	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----

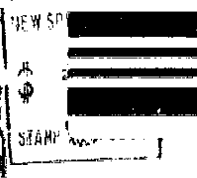
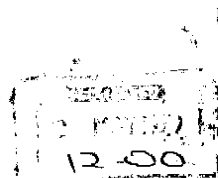
SP FORM 3.04		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)	
Registered:  13.6.2018		Office Use Only		Office Use Only	
					
		SP97478 S			
STRATA PLAN OF SUBDIVISION OF COMMON PROPERTY SP 34501		LGA: SNOWY MONARO REGIONAL Locality: JINDABYNE Parish: CLYDE County: WALLACE			
This is *FREEHOLD/*LEASEHOLD Strata Scheme					
Surveyor's Certificate I, <u>GARTH ALEXANDER MOXON</u> of <u>PO BOX 619 COOMA NSW 2630</u> being a land surveyor registered under the Surveying and Spatial Information Act 2002, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the Strata Schemes Development Act 2015 has been met. *The building encroaches on: * (a) a public place * (b) land other than a public place and an appropriate easement to permit the encroachment has been created by [^]			Strata Certificate # <u>SNOWY MONARO REGIONAL COUNCIL</u> certifies that in regards to the strata plan with this certificate, it has made the required inspections and is satisfied the plan complies with clause 17 Strata Schemes Development Regulation 2016 and the relevant parts of Section 54 or 55 Strata Schemes Development Act 2015 *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place, it complies with Section 62(2) Strata Schemes Development Act 2015 and the council does not object to the encroachment. *(c) This certificate is given on the condition that lot(s) [^] will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015 Certificate Reference : <u>SC4020/2018</u> Relevant Planning Approval No : <u>PA4111/2017</u> issued by : <u>SNOWY MONARO REGIONAL COUNCIL</u> Signed by : <u>NAOMIE MCLEOD</u> being the *Authorised Person, *General Manager Signature :  Date : <u>2 JANUARY 2018</u> # Insert name of local council [^] Insert lot numbers of proposed utility lots		
Signature:  Date: <u>23/08/2017</u> Surveyor ID: <u>8035</u> Surveyors Reference: <u>17022</u> <small>*Insert the deposited plan number or dealing number of the instrument that created the easement.</small>					

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)																												
<div style="text-align: right; font-size: small;">Office Use Only</div> <div style="display: flex; align-items: center; justify-content: space-between;"><div style="width: 40%;">Registered:  13.6.2018</div><div style="width: 60%; text-align: center; font-size: 2em; font-weight: bold;">SP97478</div></div>		<div style="text-align: right; font-size: small;">Office Use Only</div>																												
<p style="text-align: center; font-weight: bold;">VALUER'S CERTIFICATE</p> <p>I, <u>ANDREW BRIAN SAINT</u> being a qualified valuer, as defined in the Strata Schemes Development Act 2015, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 Strata Schemes Development Act 2015</p> <p>Signature: <u></u> Date: <u>7 November 2017</u></p>																														
<p style="text-align: center; font-weight: bold;">SCHEDULE OF UNIT ENTITLEMENT</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"><thead><tr><th style="text-align: center;">LOT No.</th><th style="text-align: center;">UNIT ENTITLEMENT</th></tr></thead><tbody><tr><td style="text-align: center;">1</td><td style="text-align: center;">10</td></tr><tr><td style="text-align: center;">2</td><td style="text-align: center;">10</td></tr><tr><td style="text-align: center;">3</td><td style="text-align: center;">10</td></tr><tr><td style="text-align: center;">4</td><td style="text-align: center;">10</td></tr><tr><td style="text-align: center;">5</td><td style="text-align: center;">10</td></tr><tr><td style="text-align: center;">6</td><td style="text-align: center;">10</td></tr><tr><td style="text-align: center;">7</td><td style="text-align: center;">10</td></tr><tr><td style="text-align: center;">8</td><td style="text-align: center;">10</td></tr><tr><td style="text-align: center;">9</td><td style="text-align: center;">10</td></tr><tr><td style="text-align: center;">10</td><td style="text-align: center;">10</td></tr><tr><td style="text-align: center;">11</td><td style="text-align: center;">8</td></tr><tr><td style="text-align: center;">12</td><td style="text-align: center;">12</td></tr><tr><td style="text-align: center;">AGGREGATE</td><td style="text-align: center;">120</td></tr></tbody></table> <div style="margin-left: 20px; margin-top: 10px;">SP34501</div>			LOT No.	UNIT ENTITLEMENT	1	10	2	10	3	10	4	10	5	10	6	10	7	10	8	10	9	10	10	10	11	8	12	12	AGGREGATE	120
LOT No.	UNIT ENTITLEMENT																													
1	10																													
2	10																													
3	10																													
4	10																													
5	10																													
6	10																													
7	10																													
8	10																													
9	10																													
10	10																													
11	8																													
12	12																													
AGGREGATE	120																													
Surveyors Reference : 17022																														

SP FORM 3.08 (ANNEXURE)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheet(s)
<div style="display: flex; justify-content: space-between;"><div style="width: 45%;">Registered:  13.6.2018</div><div style="width: 50%; text-align: center; font-size: 2em; font-weight: bold;">SP97478</div></div>		Office Use Only
<p>This sheet is for the provision of the following information as required :</p> <ul style="list-style-type: none">• Any information which cannot fit in the appropriate panel of the previous administration sheets.• Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see section 22 Strata Schemes Development Act.		
<p>APPROVED FORM 10</p> <p>CERTIFICATE RE INITIAL PERIOD</p> <p>The owners corporation certifies that in respect of the strata scheme:</p> <p>*that the initial period has expired.</p> <p>*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.</p> <p>The seal of The Owners Strata Plan No <u>34501</u>..... was affixed on <u>^05-12-2017</u> in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 60%;">Signature:  Name: <u>JEFFREY MICHAEL FACER</u> Authority: <u>STRATA MANAGING AGENT</u></div><div style="width: 35%; text-align: center;"></div></div> <div style="margin-top: 20px;">Signature: Name: Authority:</div> <div style="margin-top: 20px;">^ Insert appropriate date * Strike through if inapplicable</div>		
Surveyors Reference : 17022		

SP FORM 3.08 (ANNEXURE)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  13.6.2018	SP97478	
<p>This sheet is for the provision of the following information as required :</p> <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of the previous administration sheets.Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919Signatures and seals - see section 22 Strata Schemes Development Act.		
<p>APPROVED FORM 11</p> <p>CERTIFICATE OF OWNERS CORPORATION AGREEING TO SCHEDULE OF UNIT ENTITLEMENT</p> <p>The owners corporation certifies that on <u>08-10-2016</u> it passed a special resolution agreeing to each unit entitlement shown in the schedule attached to this certificate.</p> <p>The seal of The Owners Strata Plan No <u>34501</u>..... was affixed on <u>05-12-2017</u> in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.</p> <p>Signature: <u>[Signature]</u> Name: <u>JEFFREY MICHAEL FAGER</u> Authority: <u>STRATA MANAGING AGENT</u></p> <p>Signature: Name: Authority:</p> <p>^ Insert appropriate date</p> <div style="text-align: right;"></div>		
Surveyors Reference : 17022		

SP FORM 3.08 (ANNEXURE)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)
<div style="display: flex; justify-content: space-between;"> Office Use Only Owner Use Only </div> <div style="display: flex; justify-content: space-between; align-items: center; padding-top: 10px;"> <div style="width: 45%;"> Registered: 13.6.2018 </div> <div style="width: 50%; text-align: center; font-size: 2em; font-weight: bold;">SP97478</div> </div>		
<p>This sheet is for the provision of the following information as required :</p> <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of the previous administration sheets. Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see section 22 Strata Schemes Development Act. 		
<p style="text-align: center; font-weight: bold;">APPROVED FORM 12</p> <p style="text-align: center; font-weight: bold;">CERTIFICATE OF OWNERS CORPORATION AGREEING TO SUBDIVISION</p> <p>The owners corporation certifies that on <u>08-10-2016</u> it passed:</p> <div style="margin-left: 40px;"> <p>9/5 : * a special resolution agreeing to the proposed subdivision, which involves common property illustrated on the plan herewith.</p> <p>9/5 : * a special resolution agreeing to the proposed subdivision, which does not involve common property illustrated on the plan herewith.</p> </div> <p style="text-align: center; margin-top: 20px;">1</p> <p>The seal of The Owners Strata Plan No <u>34501</u>..... was affixed on <u>05-12-2017</u> in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>Signature: <u>[Signature]</u> Name: <u>JEFFREY MICHAEL FACER</u></p> <p>Authority: <u>STRATA MANAGING AGENT</u></p> <p>Signature: Name:</p> <p>Authority:</p> </div> <div style="width: 35%; text-align: center;"> </div> </div> <div style="margin-top: 20px;"> <p>^ Insert appropriate date</p> <p>* Strike through inapplicable parts</p> </div>		
Surveyors Reference : 17022		



79 APR 6

100 183 1180 330

A --
\$21

THIS DEED is made on the 21st day of march One thousand nine hundred and seventy nine BETWEEN SUMMERDOWNS PTY. LIMITED a company duly incorporated in the State of New South Wales and having its registered office at 22 Sir John Young Crescent, Woolloomooloo (hereinafter referred to as "Summerdowns") of the one part and H.H. Enterprises Pty. Limited of (hereinafter referred to as "the proprietors") of the other part

WHEREAS:-

1. The proprietor is registered or entitled to be registered as the proprietor of Lot 6 in Deposited Plan 243795 at Jindabyne in the state of New South Wales being the whole of the land comprised in Certificate of Title Volume 12019 Folio 6 (hereinafter referred to as "the land")

2. Affecting the land are the restrictions as to user set out in clause 8 of Instrument registered no. N24212 at the Land Titles Office under the provisions of the Real Property Act 1900 (hereinafter referred to as "the instrument")

3. The said restrictions as to user may be released varied or modified by Summerdowns pursuant to Clause 8 (a) of the instrument. NOW THIS DEED WITNESSETH that at the request of the proprietors and in consideration of one dollar (\$1.00) paid by the proprietors to Summerdowns, Summerdowns hereby varies and modifies the said restrictions as to user so far as they affect the land by:-

- (a) Deleting from clause 8 (a) thereof the words "except for one private dwelling house" and the word "not" from the second line thereof so that the clause shall be varied and modified to read as follows "That no building shall be erected on any Lot of less than 1,000 square feet in area including the area of attached garage or carport."
- (b) Including at the end of clause 8 (b) the words "but this shall not preclude the erection of a building with a roof of manufactured prepainted steel or manufactured prepainted iron."

AND Summerdowns shall at the request and cost of the proprietors execute all such instruments and do all such things necessary to give effect to this deed.

AND the proprietors hereby request the Registrar General to make all necessary entries in the Register Book for noting the effect of this deed.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed seals the day and year first abovementioned.

THE COMMON SEAL of
SUMMERDOWNS PTY. LIMITED
was hereunto affixed by
authority of the Directors
in the presence of:

THE COMMON SEAL of
H.H. ENTERPRISES PTY.
LIMITED was hereunto affixed
by authority of the
Directors in the presence
of:



[Signature]
Director
[Signature]
H. H. Enterprises
DIRECTOR
SECRETARY

R 180330


\$845

variation

Registered 19.6.1999

[Signature]

REGISTRAR GENERAL



[Signature]

VOL. NUMBER 149M

JINDOE & STEWART

SOLICITORS

16 CLARENCE STREET,

SYDNEY. 2000

TELEPHONE 29-5973

6 LINE 1

PC18



Form: 15CH
Release: 2.1
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: Haille Paine

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



AP212792C

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

(A) TORRENS TITLE	For the common property CP/SP34501		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE CH
	47 V	LLPN 123012 E H.M. Allen & Co. DX 437 Sydney Ph 9232 3652 Reference: HP. 190105	

- (C) The Owners-Strata Plan No 34501 certify that a special resolution was passed on 3 November 2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No
Added by-law No 21 - Exclusive Use
Amended by-law No
as fully set out below:
Consolidation of By-Laws 1-20, and the addition of By-Law 21
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of the Owners-Strata Plan No 34501 was affixed on 12TH APRIL 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: _____

Name: LINDA MARGARET BLACK

Authority: STRATA MANAGER

Signature: _____

Name: _____

Authority: _____



Annexure A

STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 3

SCHEDULE 3 – Model by-laws for residential strata schemes

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

The seal of The Owners of Strata Plan 34501 was affixed on 12TH APRIL 19 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:



Name: LINDA MARGARET BLACK

Authority: STRATA MANAGER



3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

Option A resolved

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Option A resolved

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:
 "washing" includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

19 Exclusive Use of each Lot

- (A) That the lot owners have exclusive use for the parcel of land directly to the rear of their lot and to the rear common property boundary (except for the last 1.5 metres)
- (B) That lot owners are responsible for the maintenance and upkeep of this area.
- (C) That the stratum of the garden area extends from 1 metre below and 2.2 metres above the upper surface of the ground floor of their respective unit.
- (D) That any lot owner at their own expense and within their own lot may erect a colourbond fence. That the colour of this fence is to be dark green (brunswick green) similar to the current rear boundary colourbond fence.
- (E) That if a fence is erected on any lot it is to be of a height of not more than 1.8 metres and is to end no closer than 1.5 metres to the rear boundary to allow all owners access for maintenance to their lot and for access to essential services and meter reading.
- (F) That each lot owner is to insure this area as part of their lot.
- (G) That the existing gumtree is exempt from height restrictions in this by-law.

20 Solar Panels, Satellite Dish, Air Conditioning and TV Aerial

- (A) That the owners of all Lots for the time being are permitted to install solar panel/s, a satellite dish, a split system air conditioning unit and/or a TV aerial to the roof structure of their lot. ("the equipment").
- (B) That each Lot owner will be responsible for the installation, maintenance, replacement, or removal of the equipment and each Lot owner shall ensure that the installation of the equipment does not interfere with the peacefully enjoyment of other lot owners or residents of the strata plan.
- (C) The Lot owners will indemnify the Owners Corporation and make good any damage caused to the common property by the installation, removal, or replacement of any of the equipment.

SCHEDULE

Lot numbers having the benefit of these By-Laws: **All Lot**

21 Special privilege By Law

- (1) The Owner of Lot 12 is conferred with the special privilege in respect of the common property from Lot 12 to the southern boundary of the common property as reflected in Attachment A (hatched area indicated by arrow) attached hereto, for the exclusive use of lot 12.
- (2) That lot owner is responsible for the maintenance and upkeep of this area.

- (3) That the stratum of the garden area extends from 1 metre below and 2.2 metres above the upper surface of the ground floor of their respective unit.
- (4) That the lot owner at their own expense and within their own lot may erect a colourbond fence. That the colour of this fence is to be dark green (brunswick green) similar to the current rear boundary colourbond fence.
- (5) That if a fence is erected on the lot it is to be of a height of not more than 1.8 metres and is to end no closer than 1.5 metres to the southern boundary to allow all owners access for maintenance to their lot and for access to essential services and meter reading.
- (6) That the lot owner is to insure this area as part of their lot.

SCHEDULE

Lot numbers having the benefit of these By-Laws: **Lot 12**

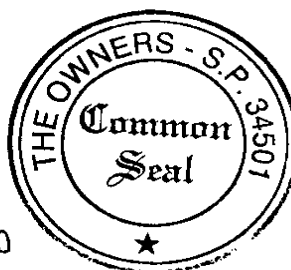
The seal of The Owners of Strata Plan 34501 was affixed on 12TH APRIL 19 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:

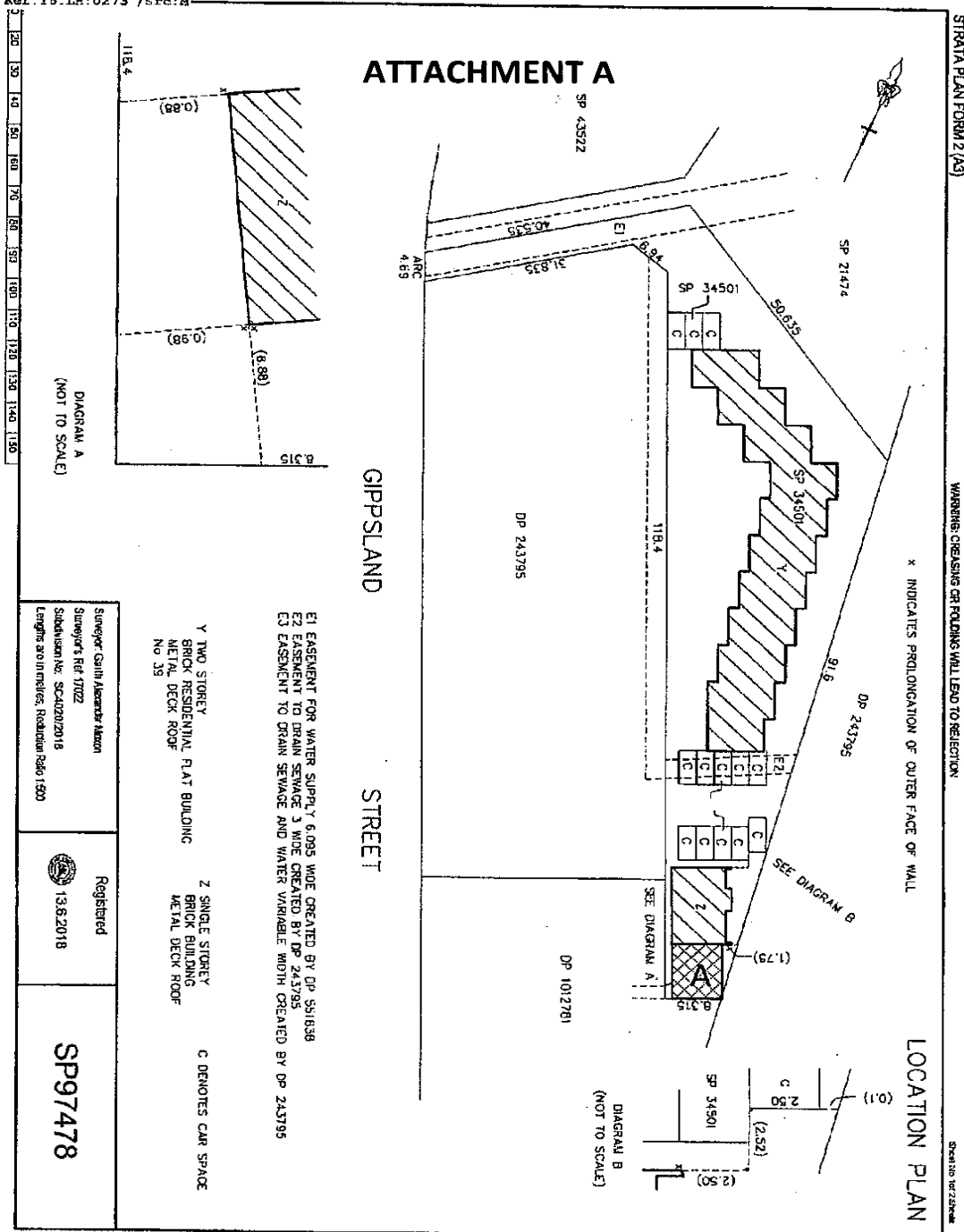


Name: LINDA MARGARET BLACK

Authority: STRATA MANAGER



Req:R052249 /Doc:SP 0097478 P /Rev:14-Jun-2018 /Sts:SC.OK /Pgs:ALL /Prt:09-Aug-2018 09:02 /Seq:1 of 7
 Ref:16:LH:0273 /Src:M



The seal of The Owners of Strata Plan 34501 was affixed on 12TH APRIL 19 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:

Linda Margaret Black

Name: LINDA MARGARET BLACK

Authority: STRATA MANAGER



Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 34501 was affixed on 12TH APRIL 2019.....
in the presence of the following person(s) authorised by section 273 Strata Schemes
Management Act 2015 to attest the affixing of the seal.

Signature: *L Black*.....

Name: LINDA MARGARET BLACK

Authority: STRATA MANAGER



Enquiries 1300 345 345
Our Ref Certificate Number 1687/25 | P/N 250407
Your Ref 251027

InfoTrack
GPO BOX 4029
SYDNEY NSW 2001

Planning Certificate – Section 10.7(2)

Environmental Planning and Assessment Act 1979

Section 10.7(2) Details

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act 1979 (as amended), the following prescribed matters relate to the land at the date of this certificate.

Certificate Information

Certificate Number	1687/25
Certificate Date	22/08/2025
Your Reference	251027

Property Description

Address	Unit 7 39 Gippsland Street JINDABYNE NSW 2627
Land Title	Lot: 7 SP: 34501
Assessment Number	40551822

This certificate provides information on how a property (such as land and buildings) 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.

Snowy Monaro Regional Council does not accept any liability for anything contained in this certificate which has been supplied by third-party sources and does not warrant the accuracy of the contents.

All users of this certificate must acknowledge that Snowy Monaro Regional Council does not owe them any duty of care and they indemnify Snowy Monaro Regional Council from all claims demands suits actions and proceedings for damages and consequential loss howsoever arising from their use of this certificate and its contents where third-party information is relied upon.

Column 1 Section 10.7(2) (Schedule 2 EP&A Regulation 2021)	Identification of the matter referred to in Column 1 and the extent to which it applies to the land
1	Names of relevant planning instruments and development control plans
(1) The name of each environmental planning instrument that applies to the carrying out of development on the land. The name of each development control plan that applies to the carrying out of development on the land.	Snowy River Local Environmental Plan 2013 Snowy River Local Environmental Plan 2013 (Amendment No 1) See Note 6 for list of State Environmental Planning Policies Jindabyne Development Control Plan
(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act that will apply to the carrying out of development on the land. Note - This does not apply in relation to a proposed environmental planning instrument or draft development control plan if— (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.	Nil
In this section a proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.	
2	Zoning and land use under relevant planning instruments
The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—	
(a) the identity of the zone	R1 General Residential
(b) (i) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	See Note 7 – Land Use Table
(b) (ii) the purposes for which the instrument provides that development may not be	See Note 7 – Land Use Table

carried out within the zone except with development consent,	
(b) (iii) the purposes for which the instrument provides that development is prohibited within the zone,	See Note 7 – Land Use Table
(c) whether additional permitted uses apply to the land,	Nil
(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,	Yes, 700 square metres
(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,	Not applicable
(f) whether the land is in a conservation area (however described),	Not in Heritage Conservation Area
(g) whether an item of environmental heritage (however described) is situated on the land.	No Heritage Item
3 Contributions plans	
The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.	Snowy Monaro Section 7.12 Local Infrastructure Contributions Plan 2022
If the land is in a special contributions area under the Act, Division 7.1, the name of the area.	The land is not in a special contributions area
4 Complying Development	
(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.	<p>The following Codes are not applicable to this land:</p> <ul style="list-style-type: none"> Industrial and Business Buildings Code Container Recycling Facilities Code Agritourism and Farm Stay Accommodation Code <p>The following Codes are applicable to the land and complying development may be carried out on the whole of the land under these Codes:</p> <ul style="list-style-type: none"> Housing Alterations Code

	<p>General Development Code Industrial and Business Alterations Code Subdivisions Code Demolition Code Fire Safety Code Inland Code Low Rise Housing Diversity Code Greenfield Housing Code (Urban Release Area)</p> <p>The following Codes are applicable to the land but due to the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes)2008 complying development may only be carried out on part of the land under these Codes:</p> <p>NIL</p> <p>The following Codes are applicable to the land but due to the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes)2008 complying development may not be carried out on the whole of the land under these Codes:</p> <p>Nil</p>
<p>(2) If complying development may not be carried out on the land because of one of these clauses clause (1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19), the reasons why it may not be carried out under the clause.</p>	<p>For the Codes listed above that may only be carried out on part of the land or may not be carried out on any part of the land the reasons why complying development may not be carried out are as follows:</p> <p>N/A</p> <p>If complying development is permitted on only part of the land due to the above</p>

	restrictions, the extent to which these restrictions apply to the land can be found on the NSW Planning Portal website maps at www.planningportal.nsw.gov.au . These map(s) are based on the legislated maps/s for Cooma-Monaro Local Environmental Plan 2013, Snowy River Local Environment Plan 2013 and Bombala Local Environment Plan 2012 and represent the best information Council has on the extent to which the above restrictions affect this land.
(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that— (a) a restriction applies to the land, but it may not apply to all of the land, and (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.	Not Applicable
(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.	No
	See Note 3 at the end of this Certificate for further information.
5 Exempt development	
(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.	Exempt development may be carried out on the whole of the land
(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.	Not Applicable
(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be	Not Applicable

carried out on the land, a statement that— (a) a restriction applies to the land, but it may not apply to all of the land, and (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.	
(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.	Not applicable
6 Affected building notices and building product rectification orders	
(1) Whether the council is aware that—	
(a) an affected building notice is in force in relation to the land, or (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.	No affected building notice. No building product rectification order. No notice of intention to make a building rectification order.
In this section - affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017. building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.	
7 Land reserved for acquisition	
Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	Council has not been advised that any environmental planning instrument or proposed environmental planning instrument applying to the land provides for the acquisition of the land by a public authority as referred to in section 3.15 of the Act
8 Road widening and road realignment	
Whether or not the land is affected by any road widening or road realignment under:	
(a) Division 2 of Part 3 of the Roads Act 1993, or	No
(b) any environmental planning instrument, or	No
(c) any resolution of the council.	No
9 Flood related development controls information	
(1) If the land or part of the land is within the flood planning area and subject to flood	Unknown - the land is not part of a flood planning study

related development controls.	
(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.	Unknown - the land is not part of a flood planning study
<p>(3) In this section—</p> <p>flood planning area has the same meaning as in the Floodplain Development Manual.</p> <p>Floodplain Development Manual means the Floodplain Development Manual (ISBN 978-1-923076-17-4) published by the NSW Government in November 2023.</p> <p>probable maximum flood has the same meaning as in the Floodplain Development Manual.</p>	
(3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.	
10 Council and other public authority policies on hazard risk restrictions	
Whether or not the land is affected by a policy:	
(a) adopted by the council, or	No (see Note below)
(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,	Council has been advised by the NSW Department of Planning that in accordance with section 4.14 of the Environmental Planning and Assessment Act 1979 Council is required to be satisfied that a development complies with 'Planning for Bushfire Protection 2019' where that development is within land identified as bushfire prone.
that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding),	
<p>Note: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:</p> <p>(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,</p> <p>(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,</p> <p>(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,</p> <p>(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,</p> <p>(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.</p>	
Contaminated Land	

As of the date of this certificate, Council has no records to indicate that the site is contaminated.

It is recommended that you ensure that the land has not in the past been used for certain purposes which could have involved the use of contaminants. A list of potentially contaminating uses is outlined in Attachment "A" to the end of this planning certificate.

Note: Council has been provided with mapping information from the Department of Industry – Resources and Energy in conjunction with the NSW Governments Heads of Asbestos Coordination Authorities (HACA) in relation to the presence of 'Naturally Occurring Asbestos' (NOA) within the Shire. The HACA has also published information on what can be done to avoid contact with NOA. This information can be viewed at <https://www.resourcesregulator.nsw.gov.au/safety/health-and-safety-management/naturally-occurring-asbestos#anchor-naturally-occurring-asbestos-map-of-nsw> where there is a link to mapping and other information. The HACA has also published information on what can be done to avoid contact with NOA. Council has adopted an Asbestos Policy which includes provisions applicable to NOA. Council was not aware of the presence of NOA in the Shire when this Policy was adopted, and has no knowledge of any confirmed NOA sites. However following receipt of the mapping information Council is currently in the process of developing risk controls, guidance materials and an asbestos management plan in accordance with the adopted Asbestos Policy. The confirmed presence of naturally occurring asbestos on a site may result in restrictions being imposed upon future development of the site in accordance with the provisions of the Asbestos Policy.

11 Bush fire prone land

- | | |
|--|--|
| <p>(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.</p> <p>(2) If none of the land is bush fire prone land, a statement to that effect.</p> | <p>Not bushfire prone land.</p> <p>Information relied on to answer the above question has been provided to Council by the NSW Rural Fire Service, for more information regarding the above information please contact the NSW Rural Fire Service. (www.rfs.nsw.gov.au)</p> |
|--|--|

12 Loose-fill asbestos insulation

- | | |
|---|--|
| <p>If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division</p> | <p>Council is not aware of any residential dwelling erected on this land which has been identified in the Loose-Fill Asbestos Insulation Register as containing loose fill asbestos ceiling insulation. Contact NSW Fair Trading if further information is required.</p> |
|---|--|

13 Mine subsidence

- | | |
|---|-----------|
| <p>Whether the land is declared to be a mine subsidence district, within the meaning of the</p> | <p>No</p> |
|---|-----------|

Coal Mine Subsidence Compensation Act 2017.	
14 Paper subdivision information	
(1) The name of a development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a ballot.	No
(2) The date of any subdivision order that applies to the land.	No
Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Environmental Planning and Assessment Act 1979, Schedule 7.	
15 Property Vegetation Plans	
If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.	No PVP applicable
16 Biodiversity stewardship sites	
If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	Not Applicable
Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.	
17 Biodiversity certified land	
If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.	No
Note: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.	
18 Orders under Trees (Disputes Between Neighbours) Act 2006	
Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	No
19 Annual charges under Local Government Act 1993 for coastal protection services that	

relate to existing coastal protection works	
(1) If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.	Not applicable
20 Western Sydney Aerotropolis	
Whether under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land is— (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or (b) shown on the Lighting Intensity and Wind Shear Map, or (c) shown on the Obstacle Limitation Surface Map, or (d) in the “public safety area” on the Public Safety Area Map, or (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.	Not applicable
21 Development consent conditions for seniors housing	
If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).	No
22 Site compatibility certificates and conditions for affordable rental housing	
1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate— (a) the period for which the certificate is current, and (b) that a copy may be obtained from the Department.	No
2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1	No

or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).	
(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).	No
23 Water or sewerage services	
If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006 , a statement to that effect.	No
24 Special entertainment precincts	
Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.	No

IMPORTANT NOTES – SECTION 10.7(2) CERTIFICATE

Note 1 Terms of Reference

This Certificate does not make reference to the physical conditions of the property. Consequently no inspections have been made in respect of:

- (a) The presence or otherwise of noxious weeds on the property,
- (b) The condition of any structure/s on the land and associated infrastructure.

No advice is included in this Certificate in respect of outstanding or unauthorised works.

Should applicants require such details, that may be in addition to information provided in a S10.7(2) & (5) Certificate, application should be made, accompanied by the appropriate fee for such inspections.

Note 2 Biosecurity (Weeds)

Weeds are a major environmental threat to the Snowy Monaro Region's agricultural and environmental assets. People considering purchasing land, particularly rural land, in the Council area are urged to contact Council's Biosecurity (Weeds) team for advice regarding landowners' responsibilities for the control of weeds.

Note 3 Complying Development

- Under the Inland Code complying development for the erection of a new single-storey or two-storey dwelling house may only be carried out on land that is in accordance with the requirements of the following clauses; Clause 3D.10 in Zones RU1, RU2, RU3, RU4 and RU6 - 3D.10, Clause 3D.18 in zones RU5, R1, R2, R3 and R4 and 3D.29 - Zone R5.

- As per clause 1.18 of the Codes SEPP Complying Development is only possible on land where the development would otherwise be permissible with or without consent under the Council's Local Environmental Plan applicable to the land.
- Complying development may not be carried out on land outside the zonings identified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, or on a lot which is not entirely within the zoning in the Codes SEPP specified for that particular Complying Development code. Refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for other permissibility criteria.

Note 4 Important Notice for any maps that relate to this certificate

These maps are not a precise survey document. Accurate locations can only be determined by a survey on the ground.

While every care is taken to ensure the accuracy of this data, neither the Snowy Monaro Regional Council nor the Land and Property Management Authority makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason.

Note 5 Coinciding Legal and Practical Access

Purchasers of rural and non-urban land are advised to ensure that coinciding legal and practical access can be gained to the property from a public road.

Note 6 State Environmental Planning Policies

Below is a list of all State Environmental Planning Policies (including publicised draft policies) that apply to Snowy Monaro Regional Council. Depending on circumstances set down in each policy, the policy may be specifically applicable to the land that is the subject of this certificate. You are advised to check the policy for the necessary details.

State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Precincts – Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

See Attachment 1 (excerpt from Planning Circular PS 21-007) – Referring to New Consolidated SEPPs and Repealed SEPPs

Any enquiries regarding these State policies should be directed to the Department of

Planning and Environment.

Zone R1 General Residential

Without Consent

Home occupations

With Consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Eco-tourist facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Markets; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation

Prohibited

Farm stay accommodation; Rural workers' dwellings; Any other development not specified in item 2 or 3

ATTACHMENT A' – S10.7(2)

Activities which are likely to have contaminated sites because of their past or present use:

- asbestos works;
- chemical and petrochemical works;
- docks and railway land, especially large sidings and depots;
- gasworks, other local carbonisation plants and ancillary by products works;
- industries making or using wood preservatives;
- installations involving the processing or use of radioactive materials;
- landfills and other waste disposal and storage sites, and transfer sites;
- land heavily treated with chemicals for agricultural or other purposes, eg aerial spraying;
- metal mines, smelters, foundries, iron and steel works, metal finishing works;
- mine tailings dumps (including mineral sands tailings);
- munitions production and testing sites;
- oil refineries, petroleum storage and distributions sites;
- paper and printing works;
- pesticide storage areas, areas where vehicles used for the transport and storage of pesticides are washed, and areas where tanks are used to store pesticides;
- plants and heavy engineering installations, eg shipbuilding and shipbreaking;
- power stations and switching yards etc;
- scrap yards;
- stock dipping, eg sheep, cattle etc;
- tanneries

Attachment 1 – New consolidated SEPPs and repealed SEPPs

Planning principle focus area	New consolidated SEPPs	Repealed SEPPs
Primary Production	State Environmental Planning Policy (Primary Production) 2021	State Environmental Planning Policy (Primary Production and Rural Development) 2019; Sydney Regional Environmental Plan No 8 (Central Coast Plateau Areas)
Resources and Energy	State Environmental Planning Policy (Resources & Energy) 2021	State Environmental Planning Policy (Mining Petroleum Production and Extractive Industries) 2007; Sydney Regional Environmental Plan No. 9 – Extractive Industries (No 2 – 1995)
Resilience and Hazards	State Environmental Planning Policy (Resilience and Hazards) 2021	State Environmental Planning Policy (Coastal Management) 2018; State Environmental Planning Policy 33 - Hazardous and Offensive Development; State Environmental Planning Policy 55 - Remediation of Land
Industry and Employment	State Environmental Planning Policy (Industry & Employment) 2021	State Environmental Planning Policy (Western Sydney Employment Area) 2009; State Environmental Planning Policy 64 - Advertising and Signage
Transport and Infrastructure	State Environmental Planning Policy (Transport and Infrastructure) 2021	State Environmental Planning Policy (Infrastructure) 2007, State Environmental Planning Policy (Educational Establishments and Childcare Facilities) 2017, State Environmental Planning Policy (Major Infrastructure Corridors) 2020; State Environmental Planning Policy (Three Ports) 2013
Biodiversity and Conservation	State Environmental Planning Policy (Biodiversity & Conservation) 2021	State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017; State Environmental Planning Policy (Koala Habitat Protection) 2020; State Environmental Planning Policy (Koala Habitat Protection) 2021; Murray River Regional Environmental Plan No 2—Riverine Land; State Environmental Planning Policy (Bushland in Urban Areas) 2019; State Environmental Planning Policy 50 - Canal Estate Development; State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011; Sydney Regional Environmental Plan 20 - Hawkesbury-Nepean River No. 2 1997; Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005; Greater Metropolitan Regional Environmental Plan No 2—Georges River Catchment; Willandra Lakes Regional Environmental Plan No 1—World Heritage Property
Planning Systems	State Environmental Planning Policy (Planning Systems) 2021	State Environmental Planning Policy (State and Regional Development) 2011; State Environmental Planning Policy (Aboriginal Land) 2019; State Environmental Planning Policy (Concurrences and Consents) 2018
Planning Systems	State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021	State Environmental Planning Policy (State Significant Precincts) 2005; Darling Harbour Development Plan No 1; Sydney Regional Environmental Plan No 26—City West; Sydney Regional Environmental Plan No 16—Walsh Bay; Sydney Regional Environmental Plan No 33—Cooks Cove; State Environmental Planning Policy No 47 – Moore Park Showground
Planning Systems	State Environmental Planning Policy (Precincts – Central River City) 2021	State Environmental Planning Policy (State Significant Precincts) 2005; State Environmental Planning Policy (Sydney Region Growth Centre) 2006; Sydney Regional Environmental Plan 24—Homebush Bay Area; State Environmental Planning Policy (Kurnell Peninsula) 1989; State Environmental Planning Policy (Urban Renewal) 2010
Planning Systems	State Environmental Planning Policy (Western Parkland City) 2021	State Environmental Planning Policy (State Significant Precincts) 2005, State Environmental Planning Policy (Sydney Region Growth Centre) 2006; State Environmental Planning Policy (Western Sydney Aerotropolis) 2020; State Environmental Planning Policy (Penrith Lakes Scheme) 1989; Sydney Regional Environmental Plan No 30—St Marys; State Environmental Planning Policy (Western Sydney Parklands) 2009
Planning Systems	State Environmental	State Environmental Planning Policy (State Significant Precincts) 2005; State

	Planning Policy (Precincts – Regional) 2021	Environmental Planning Policy (Activation Precincts) 2020; State Environmental Planning Policy (Kosciuszko National Park—Alpine Resorts) 2007; State Environmental Planning Policy (Gosford City Centre) 2018
--	---	---

39 Gippsland St Jindabyne

Query1 - Find by Lot and DP (PropertyInfo)

Find by Lot and DP (PropertyInfo)

SMRC Administrative Boundaries

Town_Names

SMRC LGA

SMRC Mask

State Forest

NPWS Reserve

SMRC Planning Instruments

DCP_OnsiteStormwaterDetention

SAP_Precincts

Alpine SEPP Sub-precinct

AP SEPP Sub-precinct

Jindabyne Growth Areas (LEP Amendment)

SMRC_LEP_Instruments

Wastewater

Manhole

Point

Point

Waste Water Drain End

Waste Water Plants

Waste Water Pipes Diameter

0

32

50

65

80

100

150

200

225

250

280

300

375

450

500

525

600

Waste Water Pipes Material

AC

Cast Iron

Concrete

Ductile Iron

Earthenware

Fibre Reinforced Plastic

HDPE

HOBAS

Polyethylene

Cadastral and Topographic Data:



© NSW Department of Customer Service 2020

Disclaimer: While due care has been taken by the Publisher in compiling these maps, no responsibility will be accepted by Snowy Monaro Regional Council for the errors or omissions. The Publisher, to the full extent permitted by law, excludes all warranties and disclaims any responsibility to any person for loss or damage suffered from any use of this map.

Persons seeking confirmation of the application of the provisions of the LEP to a particular area of land in the Snowy Monaro region should apply to Council for a Planning Certificate under the provisions of section 149 of the Environmental Planning and Assessment Act. Please refer to LEP maps in the Gazetted copy of the NSW Government website



20 m

4-Aug-2023

Enquiries 1300 345 345
Our Ref Certificate Number 1184/2023
P/N 250409
Your Ref Wheeldon



M PO Box 714 COOMA NSW 2630
E council@snowymonaro.nsw.gov.au
W www.snowymonaro.nsw.gov.au
P 1300 345 345

04/08/2023

High Legal Australia Pty Ltd
PO Box 345
JINDABYNE NSW 2627

Drainage Diagram - House
(Issued under the Local Government Act, 1993)

Application Information	
Applicant	High Legal Australia Pty Ltd PO Box 345 JINDABYNE NSW 2627
Certificate Number	1184/2023
Legal Description	Lot: 9 SP: 34501
Property Address	Unit 9 39 Gippsland Street JINDABYNE NSW 2627
Your Reference	Wheeldon

In respect to the abovementioned property, there are no Drainage Diagram/s for the subject land.

Certificate issued by Snowy Monaro Regional Council