Contract for Sale of Land 2026 edition

Part 1 Summary

CONTRACT DATE		☐ Cooling off – expires on
SETTLEMENT DATE	If not specified, the 42nd day after the contract date	
ELNO		
PROPERTY ADDRESS	Cobb Highway, Moama, New South Wales 2731	
PRICE	$ (including GST if any)	
Full deposit	$ ☐ Invested ☐ Released ☐ Bond	
Deposit holder	☒ Agent ☐ Vendor's practitioner ☐ Purchaser's practitioner	

VENDOR'S AGENT

Name	Charles L King & Co	Phone	0408 505 256
Address	PO Box 329, Echuca VIC 3564	Email	clk@clk.com.au
Co-Agent			

VENDOR		**PRACTITIONER – SOLICITOR/CONVEYANCER**	
Name	Louise Anne Rolfe	Name	Handley Law
		Address	204 Pakenham Street Echuca VIC 3564
Address	12 Tyler Street, Echuca VIC 3564	Contact	Sam McCluskey
		Email	sam@handleylaw.com.au
		Phone	(03) 5480 2732

PURCHASER		**PRACTITIONER – SOLICITOR/CONVEYANCER**	
Name		Name	
		Address	
Address		Contact	
		Email	
		Phone	
Guarantor			
Tenancy			

Signatures A company executes under section 127 Corporations Act 2001 – Insert the name and office of signatories

Vendor signature/s	Purchaser signature/s	Guarantor signature/s

PROPERTY DETAILS

Title	☒ Torrens ☐ Qualified ☐ Limited ☐ Strata ☐ Old system ☐ Community
	☒ Folio identifier: 2/802381 ☐ Deed: Bk. No.
	☐ Lot in unregistered plan annexed being part of
	☐ New subdivision time for registration days.
Type	☐ House ☒ Vacant land ☐ Home unit ☐ Office ☐ Shop ☐ Factory ☐ Farm ☐ Other:
Improvements	☐ Shed ☐ Separate garage/carport ☐ Car space/storage exclusive use by-law ☐ Swimming pool ☐ Other:
Inclusions	☐ Blinds ☐ Curtains ☐ Insect screens ☐ Stove ☐ Built-in wardrobes ☐ Dishwasher ☐ Light fittings ☐ Pool equipment ☐ Clothes line ☐ Fixed floor coverings ☐ Range hood ☐ TV receiver ☐ Solar panels ☐ Solar battery ☐ Smoke alarms ☐ Internet receiver ☐ Other:
Exclusions	
Possession	☒ Vacant ☐ Subject to lease

GST in price

☒ **No, because:**	☐ **Yes:**
☒ Input taxed sale of eligible residential premises	☐ Purchaser entitled to input tax credit
☐ Not in the course or furtherance of an enterprise	☐ Purchaser NOT entitled to input tax credit
☐ Going concern	☐ Margin scheme applies
☐ Farm land used for farming business or sale of subdivided farm land to an associate	☐ Mixed supply
☐ Vendor not registered or required to be registered as GST turnover < $75,000	

GST WITHHOLDING

Notice is required if taxable supply of residential premises or potential residential land. See clause 6 of Terms and conditions

Notice required to be given by vendor	☒ Yes ☐ No
Withholding required by purchaser	☐ Yes ☒ No

No withholding for residential premises because:	No withholding for potential residential land because:
☒ the premises are not new	☐ the land includes a building used for commercial purposes
☐ the premises were created by substantial renovation	☐ the purchaser is registered for GST and acquires the property for a creditable purpose
☐ the premises are commercial residential premises	

LAND TAX

Adjustment	☐ Yes ☒ No Foreign resident land tax surcharge to be adjusted ☐ Yes ☒ No

STRATA OR COMMUNITY TITLE RECORD HOLDER

Details	

Warranties and attachments

Prescribed warranties

By operation of section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2022 there is implied in this contract a warranty by the vendor that, except as otherwise disclosed in this contract, at the contract date:

(a) the land is not subject to an adverse affectation; and

(b) the land does not contain part of a sewer belonging to a recognised sewerage authority; and

(c) the planning certificate attached to the contract specifies the status of the land in relation to the matters set out in the Environmental Planning and Assessment Regulation 2021, Schedule 2; and

(d) either—

  (i) there is no matter in relation to a building or structure on the land included in the sale of the land that would justify the making of an upgrading or demolition order; or

  (ii) if there is a matter that would justify the making of an upgrading or demolition order—a building information certificate has been issued in relation to the building or structure since the matter arose; and

(e) if the land is burdened or purports to be burdened by a positive covenant imposed under the Act, Part 6, Division 4—no charge is payable under the Act, section 88F in relation to the land; and

(f) the land is not subject to an annual charge for the provision of coastal protection services under the Local Government Act 1993, section 496B.

The purchaser may rescind for breach of a prescribed warranty at any time prior to settlement if:

(a) The breach of warranty relates to a failure to disclose a matter affecting the land; and

(b) The purchaser was unaware of the matter affecting the land; and

(c) The purchaser would not have purchased the land if the purchaser had been aware of the matter affecting the land; and

(d) For a breach of prescribed warranty (d) above (relating to a matter that would justify the making of an upgrading or demolition order) the purchaser cannot rescind if the vendor obtains a building information certificate after the date of the contract.

Prescribed attachments Provision 4(1) Conveyancing (Sale of Land) Regulation 2022

All titles			
☒	Section 10.7(2) Planning certificate (previously 149(2))	☒	A plan for the land issued by the Registrar-General
☒	Sewerage line and sewerage connection diagrams	☐	All deeds, dealings, and other instruments shown on the property certificate for the lot
☒	Property certificate for the lot or old system deed	☐	A swimming pool compliance certificate, non-compliance certificate or relevant occupation certificate – if applicable

Additional for strata title			
☐	Property certificate for common property	☐	Strata management statement
☐	The strata plan that shows the lot	☐	Building management statement
☐	By-laws including model by-laws if applicable	☐	Leasehold strata – lease of lot and common property
☐	All deeds, dealings and other instruments shown on the property certificate for the common property	☐	Strata plan showing the leasehold

Additional for community title			
☐	A property certificate for community property and any neighbourhood or precinct property	☐	Management statements and any development contracts for the community property and any neighbourhood or precinct property
☐	A plan creating the lot community property and any neighbourhood or precinct property		

Statutory attachments Certain statutes and regulations require the vendor to attach copies of certain documents.

Statutory attachments – other legislation			
☐	Home Building Act 1989 insurance certificate If applicable	☐	Off the plan Disclosure Statement If applicable

Optional attachments The vendor may attach copies of additional documents. Attached copy documents are identified below:

Optional attachments (not a complete list)			
☐	Section 10.7(5) Planning certificate (previously 149(5))	☐	Survey report
☐	Building information certificate	☐	Evidence of swimming pool registration
☐	Proposed plan of subdivision	☐	Lease documentation
☐	Crown purchase statement of account	☐	Land tax certificate

The purchaser may rescind for the vendor's failure to attach a prescribed document at any time until 14 days after the making of the contract – provisions 21 and 22 Conveyancing (Sale of Land) Regulation 2022.

Special conditions

In the event of inconsistency these additional terms prevail.

1. (Insert details) OR ☒ See annexure

Warnings

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, 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.

The vendor consents to this certificate being given electronically

SECTION 66W CERTIFICATE

I .... of ....
certify as follows:

1. I am a solicitor/licensed conveyancer currently entitled to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 0 Cobb Highway, Moama, from Louise Anne Rolfe as vendor to .... as purchaser in order that there is no cooling off period in relation to that contract;
3. I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee; and
4. I have explained to the purchaser:
   - (a) The effect of the contract for the purchase of that property;
   - (b) The nature of this certificate; and
   - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

____

Solicitor/Licensed Conveyancer Date: ___________________

Contract for Sale of Land 2026 edition

Part 2 Terms and Conditions

Any alterations to these terms and conditions are made in the contract summary.
These terms and conditions remain in their copyright form without alteration.
2026 edition

Contents

1. Making of contract

(a) **Exchange required**

This contract is made only on exchange of identical counterparts signed by the parties or their agent duly authorised in writing.

(b) **Exchange by email or post**

Without limiting the methods by which this contract may be exchanged, if each party is represented by a solicitor or conveyancer, exchange may be effected in the following manner:

(i) The purchaser's practitioner provides to the vendor's practitioner, at any postal address or email address shown in the contract summary, a complete physical or electronic copy of the purchaser's executed counterpart authorising the other party's practitioner to effect exchange;

(ii) The vendor's practitioner returns to the purchaser's practitioner, by way of exchange, the vendor's complete dated counterpart by post or email to any postal address or email address shown in the contract summary;

(iii) Exchange takes place at the time of posting or the time of email delivery to the recipient's information system.

2. Sale and purchase

The vendor sells and the purchaser buys the property for the price.

3. Price and deposit

(a) **Payment of deposit**

The purchaser must pay the deposit to the deposit holder on the making of this contract. The deposit may be paid by cash, cheque, or funds transfer. The deposit holder shall hold the deposit as stakeholder. If the vendor's practitioner accepts the deposit for forwarding to the deposit holder, the deposit is taken to have been paid when it is so accepted by the vendor's practitioner. All money paid by the purchaser by way of deposit or instalment under a residential off the plan contract must be held as trust or controlled money in accordance with s66ZT of the Conveyancing Act 1919.

(b) **0.25% deposit**

If a cooling off period applies to this contract, the purchaser may pay the deposit in instalments, as follows:

(i) on the contract date 0.25% of the price;

(ii) by 5 pm on the day of the expiration of the cooling off period the balance of the deposit.

(c) **Release of deposit**

If the summary indicates the deposit is to be released to the vendor, the vendor agrees to pay to the purchaser an amount equal to the deposit in the event the purchaser would have become entitled to the deposit under this contract had it not been released. The vendor grants to the purchaser a charge over the property as security for the vendor's obligation under this clause.

(d) **Investment of deposit**

If the summary indicates that the deposit is to be invested, the parties shall direct the deposit holder to invest the deposit in an at call interest bearing bank deposit at the risk of the party who becomes entitled to it. On settlement the net interest shall be shared equally by the parties. The deposit shall be paid to the party that becomes entitled to the deposit.

(e) **Deposit bond**

(i) If the summary indicates the deposit is to be secured by deposit bond then the bond must be current from the contract date until settlement and held by the vendor's practitioner. On settlement or rescission the vendor must hand the deposit bond back to the purchaser.

(ii) If the vendor accepts a deposit bond that expires before settlement then the purchaser must replace it with one on the same terms within the later of 30 days before its expiry or the expiry of 7 days notice given by the vendor.

(f) **Deposit part of price**

The deposit shall be credited to the purchase price and the purchaser must pay the balance of the price on settlement.

(g) **Interest for late settlement**

In addition to the price, if settlement is delayed through no fault of the vendor then the purchaser shall pay interest on any part of the price, after adjustments, remaining unpaid from the day following the date payment was due until and including the day payment is made, at the rate of interest equal to the Reserve Bank of Australia Cash Rate Target plus 4%.

4. Adjustments

(a) **General rule**

The vendor is entitled to the income and liable for the outgoings of the property up to and including the adjustment date being the date of settlement or earlier occupation unless otherwise agreed.

(b) **Rent**

Rent and outgoings must be adjusted. Unpaid rent will be adjusted as paid and the debt remains that of the vendor.

(c) **Unbilled usage charges**

The vendor will pay for service usage charges for any unbilled period up to and including the day of settlement by using the immediately prior period to ascertain a daily charge for calculation purposes.

(d) **Discounts**

If an adjustable amount has been reduced by legislation then it is the reduced amount that is adjusted.

(e) **Land tax**

If the summary specifies that land tax is to be adjusted then the following formula shall apply to establish the amount to be adjusted – the unimproved capital value of the property less the threshold, multiplied by the rate.

(f) **Part of rateable lot**

If the property forms part of an assessment for a greater parcel then the amount to be adjusted shall be determined on a proportional area or unit entitlement basis.

(g) **Administrative, capital works, and other funds**

The strata title and community title administrative and capital works fund and any other contribution disclosed in this contract for adjustment shall be adjusted as at the date of settlement. The vendor will allow any amount raised by special levy before contract unless the work to which it relates has not commenced. The purchaser will pay any special levy raised after contract. A special levy is one that is not covered by the capital works fund.

(h) **Footpath work**

The vendor will pay for the completion of any work to the property footpath or street in progress at the contract date.

(i) **Adjustment on paid basis**

Adjustments shall be made on a paid basis and payment made to the relevant authority on settlement.

(j) **Dealing lodgement fees**

If the vendor gives the purchaser a document other than the transfer for registration, the vendor must pay the lodgement fees plus 20%.

(k) **Adjustments and GST**

For adjustment of an outgoing, the amount to be adjusted shall not include the GST on the outgoing if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing.

5. GST

(a) **A taxable supply**

Except when the margin scheme applies, the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.

(b) **Said to be a taxable supply but not one**

If the sale is made as a taxable supply that subsequently proves not to be one, then the vendor will repay to the purchaser any money paid on account of GST.

(c) **Taxable as a mixed supply**

If the summary indicates that GST is payable as a mixed supply, then:

(i) GST is included in the price;

(ii) the parties agree that the property is comprised of a commercial building and a residential building;

(iii) GST is payable on settlement on the value of the commercial building and not the residential component which is input taxed;

(iv) the parties must agree the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

(d) **Going concern**

This clause applies if going concern is specified in the contract summary.

(i) The purchaser warrants that it is registered for GST.

(ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38–325 of the GST Act (A New Tax System (Goods and Services Tax) Act 1999) and that the supply is GST-free for the purposes of the GST Act.

(iii) The vendor must continue to carry on the enterprise until settlement.

(iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, then upon serving the purchaser with a copy of the demand assessment or correspondence and a tax invoice the purchaser shall pay the amount of the GST to the vendor and charges the land with its payment.

(e) **Farm land**

This clause applies if farm land used for farming business or sale of subdivided farm land to an associate is specified in the summary.

(i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.

(ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

(iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business then, upon serving the purchaser with a copy of the demand, assessment or correspondence and a tax invoice the purchaser shall pay the amount of the GST to the vendor and charges the land with its payment.

6. GST withholding – Residential premises or potential residential land

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act.

(a) **Vendor's notice**

If the summary indicates that GST withholding under sub-division 14-E of the Taxation Administration Act 1953:

(i) is not payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the summary;

(ii) is payable, the vendor shall give the purchaser notice of the GST withholding amount and particulars required by s 14-255 at least 14 days prior to settlement.

(b) **Amount to be withheld by the purchaser**

(i) Where the margin scheme applies, 7% of the purchase price, otherwise;

(ii) 1/11th of the consideration inclusive of GST, which may include non-cash consideration.

(c) **Purchaser to notify Australian Taxation Office**

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

(d) **Purchaser to remit withheld amount**

Payment must be made on settlement to the Australian Taxation Office with the payment reference number.

(e) **Vendor to indemnify purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

(f) **Compliance costs**

The vendor must pay to the purchaser $330 as an adjustment on settlement for withholding and remitting of the withheld amount.

7. Foreign resident capital gains withholding

(a) **Clearance certificate or variation**

(i) The vendor must immediately advise the purchaser whether a clearance certificate or variation notice from the Australian Taxation Office will be provided.

(ii) A clearance certificate or variation must be given at least 7 days prior to settlement.

(b) **Withholding and remission of payment**

(i) If the vendor gives a clearance certificate the purchaser must not withhold any amount.

(ii) If the vendor gives the purchaser a variation notice the purchaser must withhold the amount specified in that notice.

(iii) In the event that the vendor does not provide a clearance certificate or a variation notice prior to settlement the purchaser must withhold 15% of the purchase price on account of the foreign resident capital gains withholding.

(iv) The purchaser must remit to the Australian Taxation Office any amount withheld on account of foreign resident capital gains withholding as soon as possible following settlement.

(c) **Compliance costs**

The vendor must pay to the purchaser costs of $330 as an adjustment on settlement for withholding and remittance of the foreign resident capital gains withholding payment.

(d) **Vendor to indemnify purchaser**

In the event that the purchaser becomes liable to pay an amount to the Australian Taxation Office on account of a liability arising out of the obligations of the vendor and purchaser under the Taxation Administration Act 1953, then the vendor indemnifies and holds harmless the purchaser from all amounts for which the purchaser becomes liable.

8. Warranties, title, and risk

(a) **Vendor's warranties as to title**

Except as otherwise disclosed in this contract the vendor warrants at the contract date that the vendor:

(i) has, or will have by the due date for settlement, the right to sell the property;

(ii) is under no legal disability;

(iii) is in possession of the property, either personally or through a tenant;

(iv) there are no encroachments by or upon the property except for any fencing irregularities;

(v) has not made a material misdescription of the property in the contract summary or anything attached;

(vi) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the property and which gives another party rights which have priority over the interest of the purchaser;

(vii) will at settlement be the holder of an unencumbered estate in fee simple in the property;

(viii) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods that comprise part of the property.

(b) **Vendor's warranties as to affectations**

Except as otherwise disclosed in this contract the vendor warrants at the contract date that the vendor has no knowledge of any of the following:

(i) public rights of way over the property;

(ii) easements over the property;

(iii) latent defects in the property;

(iv) a lease or other possessory agreement affecting the property;

(v) a notice or order affecting the property which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(vi) legal proceedings which would render the sale of the property void or voidable or capable of being set aside.

(c) **Purchaser's warranty – No other agent**

The purchaser warrants that there was no introduction to the vendor or the property by any real estate agent who may be entitled to claim commission as a result of this sale, other than the vendor's agent identified in the summary.

(d) **Passing of risk**

Risk of the property passes to the purchaser on the purchaser taking possession or on settlement, whichever occurs first.

(e) **Damage to property**

(i) If the property is damaged after the contract date but the damage does not materially and adversely affect the ongoing use of the property, the price must be adjusted in favour of the purchaser by an amount equal to the cost of repairing the damage or the reduction in value of the property occasioned by the damage, whichever is the lesser.

(ii) If the property is damaged after the contract date to a degree which materially and adversely affects the ongoing use of the property, either party may rescind.

9. Possession

(a) **Vacant possession on settlement**

Vacant possession shall be given to the purchaser on settlement unless the property is sold subject to a tenancy.

(b) **Early possession**

If the purchaser with the vendor's consent takes possession prior to settlement then:

(i) Such possession is as a licensee only. Such licence may at will be terminated at any time on 7 days notice.

(ii) The risk passes to the purchaser on possession and a policy of insurance against all risks for the value of the property with the usual extensions and including public risk must be produced to the vendor before possession.

(iii) The property must be kept in the state of cleanliness and repair consistent with its condition before possession and its structure must not be altered.

(iv) The purchaser must not sublet or part with possession of the property and must not contravene any statutory requirements affecting the property.

(v) The purchaser must allow the vendor or any person authorised by the vendor to inspect the property on 24 hours notice.

(vi) The purchaser must pay any licence fee agreed.

(vii) Any expenses incurred by the vendor in remedying breaches of the terms of this licence must be reimbursed by the purchaser.

10. Lease

This clause applies if the summary indicates the property is sold subject to a lease.

(a) **Vendor has not misled tenant**

The vendor warrants that no false or misleading information was provided to the tenant to induce the tenant to enter, renew or vary the lease and no provision of the lease is unenforceable for any reason including a non-disclosure.

(b) **Attornment notice and documents**

The vendor shall on settlement provide all documents relevant to any tenancy to which the property is subject together with an authority for future rent to be paid at the direction of the purchaser.

(c) **Guarantee of lease**

The vendor shall cause any guarantee of the performance of any tenancy agreement to be replaced by a guarantee in favour of the purchaser on the same terms.

(d) **Retail leases legislation**

Any non-compliance with disclosure provisions of the retail leases legislation must be rectified by the vendor prior to settlement.

(e) **Transfer or replace security**

The vendor must pay or transfer to the account of the purchaser any cash bonds or sureties for the performance of the lease. Non-transferable sureties must be replaced by sureties in favour of the purchaser.

(f) **Outstanding work**

The vendor must finalise any outstanding tenancy work or obligations to the tenant before settlement.

11. Requisitions

(a) The parties agree that the warranties as to title and affectations given by the vendor in the clause relating to Warranties, Title, and Risk replace requisitions.

(b) The replacement of requisitions with warranties as to title does not alter the obligation of the vendor to convey a good title to the purchaser.

12. Transfer

Completion of the transfer by the purchaser in the workspace prior to settlement does not imply acceptance of the property or its title.

13. Work orders

The vendor must, prior to settlement, comply with any order, direction or notice given by a government authority before the contract date and, if this contract is completed, the purchaser must comply with any other order, direction or notice.

14. Settlement and notice to complete

(a) **Date**

The parties will settle on the settlement date.

(b) **Electronic settlement**

(i) Each party must conduct the settlement in accordance with the Electronic Conveyancing (Adoption of National Law) Act 2012 and the Model Participation Rules.

(ii) The vendor must populate the electronic workspace immediately following exchange.

(iii) The parties must follow the participation rules until settlement.

(iv) The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

(v) Settlement occurs when the workspace records that:

(A) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(B) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the property have been accepted for electronic lodgement.

(vi) If after locking of the workspace at the nominated settlement time settlement has not occurred by 5 pm on that day then the parties must do everything reasonably required to effect settlement electronically the next business day.

(vii) If completion cannot take place electronically due to a computer system failure then settlement is to be rescheduled to take place within 2 business days and will not constitute a default by either party.

(viii) The vendor must deliver by express post or document exchange to the purchaser, or make available for collection by the purchaser immediately following settlement, all documents and things deliverable to the purchaser on settlement that are not delivered during electronic settlement.

(c) **Notice to complete**

In the event that the settlement has not occurred by the settlement date a party may serve a notice appointing an essential time for settlement which must be reasonable in all the circumstances but need not be more than 14 days from service of the notice.

In the event that the notice is served at least 7 days after the settlement date, the party serving the notice may claim costs for the issue of the notice agreed at $300 plus GST.

(d) **Vendor's settlement obligations**

At settlement, the vendor must deliver to the purchaser:

(i) the property and each inclusion in the same condition as that asset was at the contract date subject only to fair wear and tear occurring in the normal course of use between the contract date and settlement;

(ii) a discharge, in registrable form where applicable, of each encumbrance, charge or security interest affecting the property;

(iii) assignments to the purchaser of all leases and contracts relevant to the property;

(iv) a strata/community title notice of interest/lease/mortgage, where applicable;

(v) if the property is subject to land tax, a clear land tax certificate;

(vi) such other notices, documents, instruments and assignments reasonably requested by the purchaser prior to settlement which are required to be executed or registered under any statute or otherwise to enable the purchaser to take possession of and title to the property;

(vii) any other document or thing reasonably necessary to give full effect to this contract.

(e) **Purchaser's settlement obligations**

At settlement, the purchaser must:

(i) pay, as directed by the vendor, the balance of purchase money plus or minus the net amount of adjustments required to be made between the parties in accordance with this contract;

(ii) authorise the deposit holder to account as the vendor directs for the deposit, plus half of any interest earned thereon, which vests in the vendor by virtue of settlement.

15. Strata title and community title

This clause applies if the property is strata or community title.

(a) **Inspection of records**

The vendor hereby authorises the purchaser to inspect the books and records of the owners corporation or community association.

(b) **Provision of certificates**

The vendor must at the purchaser's expense, to be paid on settlement, provide a certificate under s 184 of the Strata Schemes Management Act 2015 or s 174 of the Community Land Management Act 2021 no less than 7 days before completion.

(c) **Notice of transfer**

The purchaser must provide the vendor with a notice of transfer for settlement, execution and delivery to the purchaser on settlement.

(d) **Meetings after contract date**

The vendor must advise the purchaser of any general meeting of the owners corporation or community association to be held after contract and if requested appoint the purchaser as the vendor's proxy.

(e) **Vendor's warranty**

The vendor warrants that there is no proposed levy or special expense or change in unit or lot entitlement or change in by-laws or the management statements not disclosed in this contract.

16. Unregistered plan

This clause applies if the property is a lot in an unregistered plan.

(a) **Plan registration**

The vendor will use reasonable endeavours to have the plan registered within the time specified in the summary and will not do or fail to do anything that may delay such registration.

(b) **Minor alterations**

The purchaser will have no recourse in the event that, in order to register the plan, a statutory authority requires minor alterations to the position, size or shape of the lot or new easements or restrictions not detrimental to the lot.

(c) **Settlement**

Settlement shall take place 21 days after notice from one party to the other of registration of the plan.

(d) **Residential off the plan contracts**

(i) If the contract is an off the plan contract in accordance with Division 10 of Part 4 of the Conveyancing Act 1919, then the division applies and cannot be contracted out of and no provisions of this contract modify, exclude or restrict the operation of the division.

(ii) Where a purchaser in lieu of rescission makes a claim for compensation under s 9 of the Conveyancing (Sale of Land) Regulation 2022, the purchaser cannot make a claim on the same subject matter under this contract.

17. Old system title

This clause applies if the property is old system title.

(a) **Abstract**

Within 7 days of contract the vendor must serve an abstract of title.

(b) **Good root of title**

The abstract must commence with a good root of title not less than 30 years old and must in chronological order trace the events and deeds up to and including the vendor's title.

(c) **Copies of deeds**

If a copy of a deed is provided then the abstract need only note it in the chronology and need not abstract its purpose, parties, property, consideration, import or content.

(d) **Search**

Any search held by the vendor shall be provided to the purchaser with the vendor's abstract of title.

(e) **Location of deeds**

The vendor must establish the location of the original deeds.

(f) **Conveyance**

The purchaser must serve the vendor with the conveyance after receipt of a proper abstract of title at least 14 days prior to the settlement date. Submission of the conveyance does not imply acceptance of the property or its title.

(g) **Certified copy of lost deed**

If the vendor is unable to locate an original deed after diligent enquiry, the purchaser must accept a certified copy of the registration copy of that deed. If there is no registration copy of a missing deed then the vendor must cause a deed confirmatory of the original to be obtained or provide such other evidence as is reasonably required to establish the deed.

(h) **Covenant to produce**

The vendor must covenant to produce deeds that are common to the property and other properties and must prior to settlement permanently lodge them at NSW Land Registry Services.

18. Qualified title

This clause applies if the property is qualified title.

(a) **Old system provisions apply**

Except as provided in this clause, the vendor must comply with the requirements for old system title above.

(b) **Abstract up to caution only**

The obligation of the vendor to provide an abstract of title is reduced to the period from the good root of title to the day of entry of the caution on the folio identifier for the property.

(c) **Transfer 6 years after entry of caution**

In the event that the transfer of title to the purchaser will take place more than 6 years after the entry of the caution on the qualified title, which will result in the caution being removed on registration of the transfer, then the vendor need not provide an abstract of title.

19. Limited title

This clause applies if the title to the property is a limited title.

The obligation of the vendor to provide an abstract of title is either not required if a delimitation plan is attached to the contract or otherwise confined to deeds that establish by description the location area and boundaries of the property.

20. Crown consent and purchase money

(a) **Vendor to pay Crown**

Unless otherwise provided any money owing to the Crown on account of purchase money is payable by the vendor.

(b) **Crown consent to transfer**

(i) In the event that consent to transfer is a requirement noted on title then the purchaser must complete its part of the application for consent and forward it to the vendor within 7 days of contract. The vendor must within a further 7 days complete and submit the application.

(ii) Settlement is subject to the grant of consent on conditions that are not onerous on either party to an extent that makes it reasonable not to proceed.

(iii) In the event that consent to transfer is delayed then the time for settlement will be extended to allow for delays. In the event that consent is not forthcoming by 90 days of contract then either party may rescind.

21. Contractual remedies

(a) **Purchaser's rights to rescind**

The purchaser may by notice rescind this contract:

(i) if the vendor is in material breach of a warranty given, as to title and as to affectations, in the clause relating to Warranties, Title and Risk provided that:

(A) the matter or thing constituting the breach of warranty was not known to the purchaser at the contract date;

(B) the purchaser would not have purchased the property had the purchaser known of the matter or thing;

(C) the vendor fails to remedy the warranty breach within 14 days of a notice to remedy served by the purchaser;

(ii) if one of the purchasers dies prior to settlement;

(iii) if the vendor following reasonable notice refuses to comply with a reasonable requisition on title or conveyance;

(iv) if the vendor fails to register a plan of subdivision in accordance with this contract provided the purchaser has not done anything that may delay such registration;

(v) if a statutory authority requires other than minor alterations to the position, size or shape of the lot or new easements or restrictions that adversely affect the lot;

(vi) if the vendor fails to comply with any order, direction or notice given by a government authority before the contract date;

(vii) if the purchaser is substantially disadvantaged by a levy or a special expense or change in unit or lot entitlement or change in by-laws or the management statement after contract date;

(viii) for failure of a condition in accordance with the provisions hereof;

(ix) for failure to obtain the Crown's consent to transfer on conditions that are not onerous on either party to an extent that makes it reasonable not to proceed;

(x) if the vendor fails to rectify non-compliance with the retail leases legislation within 14 days of a notice to remedy by the purchaser if such non-compliance entitles the tenant to take action that may be detrimental to the purchaser;

(xi) if false or misleading information was provided to the tenant or a provision of the lease is unenforceable for any reason including a non-disclosure;

(xii) if the property is damaged after the contract date to a degree that materially and adversely affects the ongoing use of the property.

(b) **Purchaser's right to terminate**

The purchaser may by notice terminate on breach or failure by the vendor to comply with a condition of this contract.

(c) **Effect of rescission by purchaser**

On rescission the purchaser is entitled to a refund of all money paid on account of the purchase price and, neither will have any right of action against the other.

(d) **Effect of termination by purchaser**

On termination pursuant to an express right of the purchaser, the purchaser is entitled to a refund of all money paid on account of the purchase price and to claim damages.

(e) **Purchaser to surrender occupation**

In the event that the purchaser is in occupation of the property then on rescission or termination possession of the property in the condition it was in at the time of occupation shall immediately be returned to the vendor who is entitled to any occupation fees paid or payable.

(f) **Limitation on purchaser's rights**

The purchaser may not claim damages, rescind or terminate on account of:

(i) the quality of improvements or inclusions and their condition and state of repair at the contract date;

(ii) any infestation and dilapidation at the contract date;

(iii) fair wear and tear after the contract date;

(iv) anything disclosed in this contract or known to the purchaser at the contract date;

(v) subject to the Conveyancing (Sale of Land) Regulation 2022, any matter discoverable by inspection of the property or, other than encroachments, by survey;

(vi) any easement, restriction, caution, limitation or other matter disclosed in this contract;

(vii) any notification in the Crown grant;

(viii) the connection of any services passing to or from the property to or from any other property;

(ix) the existence, ownership and location of fences, retaining walls, and party walls and associated easements;

(x) any representation by the vendor not included in this contract;

(xi) exploration licences and authorities.

(g) **Vendor's rights to rescind**

The vendor may by notice rescind this contract:

(i) if acting on reasonable grounds, conveyed to the purchaser by notice, the purchaser fails within 14 days of that notice to waive a requisition;

(ii) if one of the vendors dies prior to settlement;

(iii) in the event the vendor has complied with the clause relating to Unregistered Plans but has failed nevertheless to register a plan of subdivision;

(iv) for failure of a condition in accordance with the provisions of this contract;

(v) for failure to obtain the Crown's consent to transfer on conditions that are not onerous on either party to an extent that makes it reasonable not to proceed;

(vi) if the property is damaged after the contract date to a degree that materially affects the ongoing use of the property.

(h) **Vendor's rights to terminate**

The vendor may by notice:

(i) Terminate if the deposit cheque is not met on presentation. This right to terminate, if not exercised, is lost once the deposit is paid.

(ii) Terminate in the event that, following a 7 day notice given at any time within 30 days of the bond expiry date, the purchaser fails to replace the bond. This right to terminate, if not exercised, is lost once the bond is replaced or deposit paid.

(iii) Terminate by notice following the failure by the purchaser to comply, on 14 days notice to do so, with an essential term of the contract.

(iv) Terminate if the purchaser fails to obtain by the settlement date a required approval under the Foreign Acquisitions and Takeovers Act 1975.

(i) **Effect of rescission by vendor**

On rescission the vendor must refund all money paid on account of the purchase price but is entitled to any occupation fees paid or payable by the purchaser. There will be a restitution of each party to the position they were in prior to this contract and other than for a claim for restitution neither will have any right of action against the other.

(j) **Effect of termination by vendor**

On termination, pursuant to an express right of the vendor, the vendor is entitled to keep or recover the deposit and redeem any deposit bond and claim damages and is entitled to any occupation fees paid or payable. The vendor may also hold any other money paid by the purchaser for 6 months as security for any damages suffered by the vendor as a result of a breach of this contract by the purchaser.

22. Disputes

(a) **Injunctions**

A party may seek urgent interlocutory relief in relation to the actions of the other party under this contract without first seeking mediation.

(b) **Mediation**

If a dispute arises out of, or relates to, this contract including a dispute as to any error in description or misdescription, or to breach, termination or rescission of this contract, a party to the contract may not commence court proceedings relating to that dispute unless:

(i) the party claiming the dispute has arisen has given written notice to the other party specifying the nature of the dispute;

(ii) the parties first endeavour in good faith to resolve the dispute expeditiously using mediation, applying the procedures and within the time frames specified below.

(c) **Mediation procedure**

Upon the service of a dispute notice the parties must jointly agree on a mediator and the mediator's remuneration. If the parties fail to agree within 5 business days of the service of the dispute notice or such other period agreed by the parties, either party may ask the President of the Law Society of NSW to appoint a mediator on behalf of the parties and determine the mediator's remuneration.

(d) **Conduct of mediation**

The parties must observe the instructions of the mediator about the conduct of the mediation and seek to resolve the dispute with the assistance of the mediator within 10 business days of the appointment of the mediator or such other period agreed by the parties. If the dispute is not resolved within that time then either party may commence court proceedings.

(e) **Costs**

The costs of the mediator will be borne equally by the parties.

23. Guarantee

(a) **Guarantee**

In consideration of the vendor contracting with the purchaser, the guarantor guarantees the performance by the purchaser of all of the purchaser's obligations under the contract and indemnifies the vendor against any loss whatsoever arising as a result of the default by the purchaser.

(b) **Vendor need not first pursue purchaser**

The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor.

(c) **Guarantor's successor**

This guarantee is binding on the executors, administrators and assigns of the guarantor and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

24. General

(a) **Inspections, reports, and enquiries**

(i) The vendor must serve the purchaser with a land tax certificate.

(ii) In the event that settlement is to take place within 14 days of the date of this contract then the purchaser does not have to complete before the date on which the vendor serves a land tax certificate.

(iii) In the event that settlement is to take place later than 14 days of the date of this contract then the purchaser does not have to complete earlier than 14 days after the day on which the vendor serves a land tax certificate.

(iv) The vendor must authorise the purchaser to obtain any certificates, approvals, notices or orders relating to the property.

(v) The purchaser or persons authorised by the purchaser may by prior arrangement inspect the property just prior to any appointment made for settlement to verify that vacant possession of the property in a condition consistent with its condition at the contract date will be available at settlement.

(b) **Swimming pools**

In the event that a certificate of non-compliance is attached to this contract then the purchaser must satisfy the compliance requirements and indemnifies the vendor against any and all liabilities resulting from such non-compliance.

(c) **Variation**

This contract may only be varied by a document duly executed by the parties.

(d) **Entire understanding**

This contract contains the entire understanding between the parties. All previous contracts, representations, warranties, explanations and commitments, expressed or implied, are superseded by this contract. The implied terms for sale of land prescribed in Schedule 3 of the Conveyancing Act 1919 are excluded from this contract.

(e) **Foreign Acquisitions and Takeovers Act 1975**

If approval is required under this Act the purchaser must provide the vendor with evidence of such approval.

(f) **Costs**

Each party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this contract and other documents referred to in it, unless expressly stated otherwise.

(g) **Transfer duty**

The purchaser must pay any transfer duty on this contract and any document executed under it.

(h) **Waiver or partial exercise**

A waiver or partial exercise of a right relating to this contract does not prevent any other exercise of that right or the exercise of any other right.

No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

(i) **Not deal with contract**

A party must not sell, transfer, delegate, assign, license, mortgage, charge or otherwise encumber any right or obligation under this contract to any person without the prior written consent of the other party, which consent must not be unreasonably withheld.

(j) **Continuing obligations following settlement**

The agreements in this contract do not merge on settlement but, to the extent that they have not been fulfilled and satisfied or are capable of having effect, remain in full force and effect.

(k) **Time**

Unless otherwise stated time is not essential but reasonable and if the time for an action to be performed falls on a non-business day or non-calendar day then the time shall be extended to the next business day.

25. Service of notices

A notice or other communication to a party will be in writing and delivered to that party, or to a lawyer who has confirmed they have instructions to receive it on the party's behalf, in one of the following ways:

(a) personally;

(b) by mail to the address specified in the contract summary, when it will be treated as having been received on the fifth business day after posting;

(c) by email to the email address specified in the contract summary, when it will be treated as received when it enters the recipient's information system.

26. Interpretation and governing law

(a) **Interpretation**

In the interpretation of this contract:

(i) this contract comprises these terms and conditions, the contract summary and anything attached to the contract summary;

(ii) in these terms and conditions, words and expressions that are defined in the contract summary have the meaning given to them in the contract summary;

(iii) references to primary and secondary legislation include amendments to or re-enactments of the legislation;

(iv) words denoting:

(1) the singular include the plural and vice versa;

(2) persons include a body politic or corporate as well as an individual, and vice versa;

(3) one gender includes all genders

(v) references to documents or agreements also mean those documents or agreements as amended, novated or replaced;

(vi) Alternate grammatical forms of defined words or phrases have the same meaning;

(vii) parties will perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;

(viii) reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;

(ix) references to a party are intended to bind their executors, administrators and permitted assigns;

(x) obligations under this contract affecting more than one party bind them jointly and each of them severally.

(b) **Governing law**

This contract is governed by the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

FURTHER PROVISIONS

27. **Prevailing Clauses**
In the event there is an inconsistency between the pre-printed clauses (pages 1 to 13) and the Further Provisions, the Further Provisions shall prevail.

28. **Failure to Complete**
If the parties do not complete this Contract by the completion date the Purchaser must pay to the Vendor on completion, in addition to the price, an amount calculated 12% p.a interest on the balance of this price at a daily rate from the completion date until the date of actual completion (both inclusive). This amount is a genuine pre-estimate of the Vendor's loss. The Purchaser does not have to pay interest in respect of any period where the Vendor is in default.

29. **Time of the Essence**
If either party ("the defaulting party") is unable or unwilling to complete by the completion date, the other party shall be entitled to any time after the completion date to serve a notice making time to complete essential. The notice shall give not less than fourteen (14) days notice after the date immediately following the day on which that notice is received (or is reasonably deemed to have been received) by the defaulting party. The parties agree that a notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

30. **Default Costs**
Without limiting any rights which the Vendor may have pursuant to this Contract, if the Purchaser is unable to complete on the date fixed for completion of this Contract and the Vendor incurs additional legal costs in dealing with the default, then the Vendor can recover from the Purchaser at completion an amount equal to the legal costs incurred because of the default by adding such costs from the amount due at completion.

31. **Further provisions not to merge on Completion**
The further provisions in this Contract which are intended to have effect after completion date shall not merge on completion but shall endure for the benefit of both parties.

32. **Whole Agreement**
The Purchaser acknowledges that this document constitutes the entire agreement between the parties.

33. **Company Guarantee**
33.1 If the Purchaser is a corporation the Purchaser shall at the time of execution of this Contract deliver to the Vendor an enforceable guarantee and indemnity for the full observance and performance by the Purchaser of every obligation of the Purchaser under this Contract duly executed by each and every director of the Purchaser and any other person or corporation as may reasonably be required by the Vendor.

33.2 The guarantee and indemnity will be in the form of the Deed of Guarantee and Indemnity annexed ("the Guarantee").

33.3 If the duly executed Guarantee is not delivered to the Vendor on the date of Sale the Purchaser will be deemed to be in default under this Contract.

34. **No Representation**

The Vendor makes no representation that the improvements on the land as at the date of sale comply with the requirements of relevant Building Regulations, the requirements of the Local Council or the requirements of any Statute or of any Statutory Authority. The Purchaser will not make any objection, requisition or claim nor rescind or terminate because of any alleged failure to comply with such requirements nor call upon the Vendor to bear all or any of the costs of complying with them.

35. **Existing Services and Utilities**

35.1 The Purchaser acknowledges that the land is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any). The Purchaser shall not make any requisition, objection or claim for compensation in respect of any of the following:

35.1.1 the nature, location availability or non-availability of any such installations, services and utilities;

35.1.2 if any such service is a joint service with any other land or building;

35.1.3 if any such service for any other property or building or any parts or connections therefore pass through the property;

35.1.4 if any sewer or water main or connection passes through in or over the property;

35.1.5 if there is a man hole or vent on the property; or

35.1.6 if because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

36. **Exclusion of Warranties**

36.1 The Purchaser acknowledges and agrees that the land together with any improvements is purchased by the Purchaser:

36.1.1 as a result of the independent exercise of the Purchaser's own skill and judgement after due inspection and investigation; and

36.1.2 in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;

36.1.3 and that no representation or warranty has been made or given by the Vendor or by any persons acting n behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

(a) The merchantability, quality or fitness for any purpose of the land or the improvements;
(b) The freedom of the land from defects, infestations, contamination or dilapidation;
(c) The use to which the land or the improvements can lawfully be put;
(d) Whether development of any description may be carried out on the land; or
(e) Whether the improvements on the land have been built or placed there in accordance with each approval required by law for the building or placement of the same.

37. Condition of Property

37.1 The purchaser acknowledges having been satisfied by the purchaser's own enquiries and inspections as to:

(a) The condition of the property and the extent, nature and degree of repair of improvements on it;

(b) The location of any fences other than on the true boundary of the property, or any boundary being unfenced by reason of any crown or other land being fenced in by the property or otherwise.

(c) Any electricity service to the property being a joint service to it and any other property or the electricity lines or connections for the property passing through other land or electricity lines in connection for and other land passing through the property;

(d) The areas of land stated in the description of property in the contract.

37.2 The purchaser accepts the property in its present state and condition with all latent or patent defects and shall not require any evidence from the vendor as to the state of the property.

37.3 The purchaser will make no objection requisition or claim for compensation in respect of any of the matters referred to in this further provision nor will they make any objection, requisition or claim for compensation in relation to any alleged damage to or dilapidation of the property.

38. Notices

The purchaser shall assume liability for compliance with all notices or orders (other than those relating to current rates) relating to the property which are made or issued after the date of sale.

39. Release of Security Interest

39.1 This further provision applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.

39.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the Purchaser may be entitled to a release, statement, approval or correction in accordance with further provision 39.4, the Purchaser may request the vendor to provide the Vendor's date of birth to the Purchaser. The Vendor must comply with a request made by the Purchaser under this condition if the Purchaser makes the request at least twenty-one (21) days before the due date for settlement.

39.3 If the Purchaser is given the details of the Vendor's date of birth under further provision 39.2, the Purchaser must:

39.3.1 only use the Vendor's date of birth for the purposes specified in further provision 39.2; and

39.3.2 keep the date of birth of the Vendor secure and confidential.

39.4 The Vendor must ensure that at or before settlement, the Purchaser receives:

39.4.1 a release from the secured party releasing the property from the security interest; or

39.4.2 a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

39.4.3 a written approval or correction in accordance with section 275(1)9c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

39.5 Subject to further provision 39.6, the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of personal property:

39.5.1 that:

(a) The Purchaser intends to use predominantly for personal, domestic or household purposes; and
(b) Has a market value of not more than Five Thousand dollars ($5,000.00) or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or

39.5.2 that is sold in the ordinary course of the Vendor's business of selling personal property of that kind.

39.6 The Vendor is obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of personal property described in further provision 39.5 if:

39.6.1 the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

39.6.2 the Purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

39.7 A release for the purposes of further provision 39.4.1 must be in writing.

39.8 A release for the purposes of further provisions 39.4.1 must be effective in releasing the goods from the security interest and be in a form which allows the Purchaser to take title to the goods free of that security interest.

39.9 If the Purchaser receives a release under further provision 39.4.1, the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after settlement.

39.10 In addition to ensuring that a release is received under further provision 39.4.1, the Vendor must ensure that at or before settlement the Purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

39.11 The Purchaser must advise the Vendor of any security interest that is registered on or before the day of sale on the Personal Property

Securities Register, which the Purchaser reasonably requires to be released, at least twenty-one (21) days before the due date for settlement.

39.12 The Vendor may delay settlement until twenty-one (21) days after the Purchaser advises the Vendor of the security interests that the Purchaser reasonably requires to be released if the Purchaser does not provide an advice under further provision 39.11.

39.13 If settlement is delayed under further provision 39.12 the Purchaser must pay the Vendor:

39.13.1 interest from the due date for settlement until the date on which settlement occurs or twenty-one (21) days after the Vendor receives the advice, whichever is the earlier; and

39.13.2 any reasonable costs incurred by the Vendor as a result of the delay;

As though the Purchaser was in default.

39.14 The Vendor is not required to ensure that the Purchaser receives a release in respect of the land. This further provision 39.14 applies despite further provision 37.1.

39.15 Words and phrases which are defined in the Personal Property Securities act 2009 (Cth) have the same meaning in further provision 37 unless the context requires otherwise.

40. **Warranties in Lieu of Requisitions**

40.1 The Purchaser shall not be entitled to deliver any requisitions or inquiries to the Vendor in relation to the title to the property or the subject matter of the Contract. Instead, the Vendor makes the following warranties in relation to the title and the property:-

40.1.1 The Vendor has, or will be entitled to custody of the title to the property on or before the completion date.

40.1.2 The Vendor is, or will be entitled to possession of the property on or before the completion date.

40.1.3 The property is not subject to any encumbrances not disclosed in the Contract of Sale, or any encumbrances on title not disclosed will be discharged on or before the completion date.

40.1.4 The Vendor is the absolute owner of all fixtures and chattels included in the Contract.

40.1.5 The Vendor has not received any notices.

40.1.6 The property is not subject to or affected by any legal proceedings.

40.1.7 The Vendor is not under any legal disability.

40.1.8 The Vendor will provide the relevant documentation as required by Revenue NSW on completion.

41. **Counterpart / Execution**

41.1 This Contract may be:

41.1.1 executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument; and

41.1.2 executed by one or more of the parties, executing a counterpart, which may be a facsimile or scanned electronic copy of this Contract, and transmitting that executed counterpart by facsimile or electronic medium to the party or parties, which upon either the sender's transmission record indicating that the same was duly received without error, or the receipt by the other party or by one of the other parties of the executed Contract by the sender, shall be taken as conclusive evidence of the execution of the Contract by that party.

41.2 The parties covenant to be bound by this Contract being executed in counterparts in accordance with this clause.

42. **Certificates for Adjustments**

The Purchaser agrees to provide a copy of all certificates obtained by them to complete the adjustments to the Vendor's representative if requested. The Vendor will not be obliged to provide cheque details until this condition has been complied with.

43. Auction

(a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.

(b) A vendor bid must not be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of vendor bids that may be made.

(c) The highest bidder is the purchaser, subject to any reserve price.

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.

(f) A bidder is taken to be bidding on their own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(g) A bid cannot be made or accepted after the fall of the hammer.

(h) As soon as practicable after the fall of the hammer, the purchaser must sign the agreement for sale.

In addition to the conditions above, the following conditions apply to the sale by auction of residential property or rural land:

(i) All bidders must be registered in the bidders record and display the identifying number allocated to the person when making a bid. The bidders record means the bidders record to be kept pursuant to clause 14 of the Property and Stock Agents Regulation 2022 and section 68 of the Property and Stock Agents Act 2002.

(j) Subject to clause (l) below, the auctioneer may make only one vendor bid at an auction of residential property or rural land, and no other vendor bid may be made by the auctioneer or another person.

(k) Immediately before making a vendor bid, the auctioneer must announce that the bid is made on behalf of the seller.

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

(l) More than one vendor bid may be made to purchase the interest of a co-owner.

(m) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(n) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(o) Before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators, or a person registered to bid on behalf of a co-owner, executor or administrator.

ANNEXURE A

DIRECTOR'S GUARANTEE

We ....

Of ....

(Hereinafter called "the Guarantors") which expression shall mean and include its successors in consideration of the within name Vendor selling to the within name Purchaser at its request the land described in the within Contract of Sale for the price and upon the terms and conditions therein set forth **HEREBY COVENANT** with the said Vendor that if at any time default shall be made in the payment of the residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the within Contract of Sale or any substitute Contract or in the performance or observance of any term or condition of the within Contract of Sale or any substituted Contract to be performed and observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such residue of purchase money, interest or other monies which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest and other monies payable under the within Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the within or any substituted Contract or the performance or observance of any of the agreements obligations or conditions or conditions under the within Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the Law relating to sureties would but for this provision have the effect of releasing the Guarantor.

Words importing the singular number only shall include the plural number and words importing the plural only shall include the singular number and words importing the masculine gender shall include the feminine and/or Corporation as the case may require.

IN WITNESS WHEREOF this Guarantee has been executed on the day of 2026.

Signed by the said)
) ....
)
In the presence of)

.... Witness

Signed by the said)
) ....
)
In the presence of)

.... Witness

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/802381

SEARCH DATE	TIME	EDITION NO	DATE
20/8/2026	11:33 AM	7	18/5/2026

LAND

LOT 2 IN DEPOSITED PLAN 802381
AT MOAMA
LOCAL GOVERNMENT AREA MURRAY RIVER
PARISH OF MOAMA COUNTY OF CADELL
TITLE DIAGRAM DP802381

FIRST SCHEDULE

LOUISE ANNE ROLFE (AD AW130951)

SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2026231... PRINTED ON 20/8/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

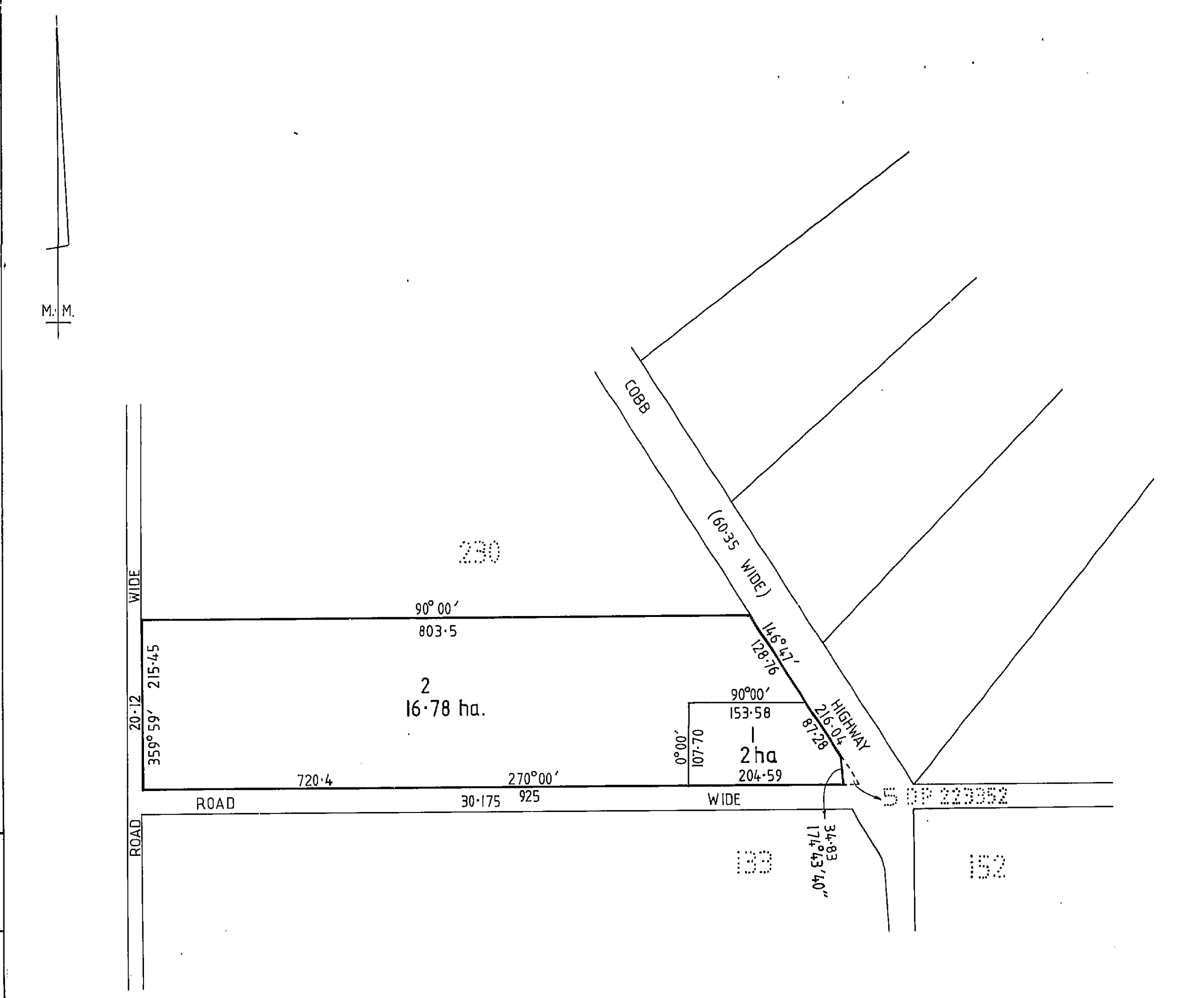
Received: 20/08/2026 11:33:16

PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

Mo. J. Gentner



Crown Lands Office Approval

PLAN APPROVED ....
Authorised Officer
Land District ....
Paper No. ....
Field Book .... pages ....

Council Clerk's Certificate

†I hereby certify that —
(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
~~(b) the requirements of Part 3 Division 2 of the † Water Board Act 1987 and † Water Supply Authorities Act 1987~~

have been complied with by the applicant in relation to the proposed ......Subdivision...................
(insert "new road", "subdivision" or "consolidated lot") set out herein
Subdivision No. ....3190....................
Date ....12 . 3 . 1990..................
(Signature) ....
Council Clerk
Council File No. ....374....

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.
† Delete if inapplicable.

SURVEYOR'S REFERENCE: 3413

*OFFICE USE ONLY

DP 802381

N	O	O	2	A	I	B

Registered: 8-6-1990
C.A: Nº 3 / 90 OF 12-3-1990
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: PARISH#
Last Plan: ——————

PLAN OF SUBDIVISION OF PORTION 229 (PART)

Lengths are in metres. Reduction Ratio 1: 4000

~~Mun.~~/Shire ~~City~~: MURRAY
Locality: MOAMA
Parish: MOAMA (54)
County: CADELL

~~This is sheet 1 of my plan in ——— sheets.~~
(Delete if inapplicable).

I, GREGORY FRASER FOSTER
of 189 ANNESLEY STREET ECHUCA 3564
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that ~~the survey represented in~~ this plan IS COMPILED FROM C 1072/817 & DP 223352 is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on
17TH OCTOBER 1989
Signature .... G. Foster
Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth.
#Insert date of survey.

Plans used in preparation of survey/compilation.

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	Table of mm	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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. 14th June, 1990

murray river council

Murray River Council
PO Box 906
Moama NSW 2731
p 1300 087 004
e admin@murrayriver.nsw.gov.au
w www.murrayriver.nsw.gov.au

SECTION 10.7(2) PLANNING CERTIFICATE

Issued under the Environmental Planning and Assessment Act 1979

Certificate No:	39032
Certificate Date:	20-Aug-2026
Description of Land:	Lot 2 DP 802381
Applicant:	INFOTRACK
Email:	ecertificates@infotrack.com.au
Your Reference:	CERT10.7-2026/1997
Assessment No:	11210532
Address of Property:	Cobb Highway MOAMA NSW 2731
Owner:	Louise Anne Rolfe

The following information is provided in respect of the abovementioned land pursuant to Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*, (the Act):

1. Names of relevant planning instruments and development control plans

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.	**Murray Local Environmental Plan 2011** The *Murray Local Environmental Plan* 2011 is the principal statutory planning document prepared by Council to guide planning decisions within the Murray River Local Government Area. An electronic version is available at: www.legislation.nsw.gov.au. **State Environmental Planning Policies** – Refer to Appendix 'B' **Murray Development Control Plan 2012: Amendment 5** The *Murray Development Control Plan* 2012 contains detailed planning controls which set out the guidelines and considerations against which development applications can be consistently measured and assessed for determination purposes within the Murray River Local Government Area.

(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.	**Proposed Murray LEP 2011 - Planning Proposals** Nil
(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if— (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.	Noted.
(4) In this section— **proposed environmental planning instrument** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.	

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) the identity of the zone, whether by reference to— (i) a name, such as "Residential Zone" or "Heritage Area", or (ii) a number, such as "Zone No 2 (a)",	R1 General Residential
(b) the purposes for which development in the zone— (i) may be carried out without development consent, and (ii) may not be carried out except with development consent, and (iii) is prohibited,	Refer to Appendix 'A'
(c) whether additional permitted uses apply to the land,	Not applicable.
(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,	Not applicable.
(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,	Not known to
(f) whether the land is in a conservation area, however described,	No
(g) whether an item of environmental heritage, however described, is located on the land.	No

3. Contributions plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.	**Section 7.12 Levy Development Contribution Plan, May 2026** This plan details charges to be levied on development in relation to meeting the cost of provision or augmentation of public facilities.
(2) If the land is in a special contributions area under the Act, Division 7.1, Subdivision 4— (a) the name of the region, and (b) the name of the Ministerial planning order in which the region is identified.	Not applicable.
(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area. (4) In this section— ***continued 7.23 determination*** means a 7.23 determination that— (a) has been continued in force by the Act, Schedule 4, Part 1, and (b) has not been repealed as provided by that part. **Note—** The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.	Not applicable.

4. Complying development

Whether or not 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. If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.	**Part 3 Housing Code**
	Not applicable.
	
	Part 3A Rural Housing Code
	Not applicable.
	
	Part 3B Low Rise Housing Diversity Code
	Complying development **may not** be carried out on this land or a part of this land as the land is affected by the following restriction/s:
	
	• land identified by an environmental planning instrument as being—
	  ○ within an ecologically sensitive area, or
	  ○ environmentally sensitive land.
	
	A restriction applies to the land, but it may not apply to all of the land, whilst 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.
	Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
	
	Part 3C Greenfield Housing Code
	Complying development **may not** be carried out on this land or a part of this land as the land is affected by the following restriction/s:
	
	• land identified by an environmental planning instrument as being—
	  ○ within an ecologically sensitive area, or
	  ○ environmentally sensitive land.
	
	A restriction applies to the land, but it may not apply to all of the land, whilst 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.

	Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. **Part 3D Inland Code** Not applicable. **Part 4 Housing Alterations Code** Complying development **may be** carried out under the Housing Alterations Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. **Part 4A General Development Code** Complying development **may be** carried out under the General Development Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. **Part 5 Industrial and Business Alterations Code** Complying development **may be** carried out under the Industrial and Business Alterations Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. **Part 5A Industrial and Business Buildings Code** Not applicable. **Part 5B Container Recycling Facilities Code** Complying development **may be** carried out under the Container Recycling Facilities Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. **Part 6 Subdivisions Code** Complying development **may be** carried out under the Subdivisions Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. **Part 7 Demolition Code** Complying development **may be** carried out under the Demolition Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. **Part 8 Fire Safety Code** Complying development **may be** carried out under the Fire Safety Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Disclaimer: This certificate only addresses matters raised in Clauses 1.17A(1)(c)–(e), (2), (3), (4), 1.18(1)(c3) and 1.19 of the Codes SEPP. It is your responsibility to ensure compliance with any other requirements of the Codes SEPP. Failure to comply with these provisions may result in a Complying Development Certificate issued under the provisions of the Codes SEPP being invalidated by the Land and Environment Court of NSW.	

5. Exempt development

Whether or not 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. 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.	Exempt development **may be** carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Disclaimer: This certificate only addresses matters raised in Clause 1.16(1)(b1)–(d) and Clause 1.16A of the Codes SEPP. It is your responsibility to ensure compliance with any other requirements of the Codes SEPP prior to undertaking development. Failure to comply with these provisions may result in compliance action being taken against the landowner/developer.	

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	None that Council is aware of.
(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or	None that Council is aware of.
(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.	
(2) In this section— ***affected building notice*** has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4. ***building product rectification order*** has the same meaning as in the *Building Products (Safety) Act 2017*.	None that Council is aware of.

7. Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.	Not known to be reserved.	

8. Road widening and road realignment

Whether the land is affected by road widening or road realignment under— (a) the *Roads Act 1993*, Part 3, Division 2, or (b) an environmental planning instrument, or (c) a resolution of the council.	Not known to be affected.	

9. Flood related development controls

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls. No (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. No (3) In this section— ***flood planning area*** has the same meaning as in the Flood Risk Management Manual. ***Flood Risk Management Manual*** means the *Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023*. ***probable maximum flood*** has the same meaning as in the Flood Risk Management Plan.
Council warns of the potential that flood related development controls may be introduced which may adversely affect future development applications and building plans. It is highly recommended that potential purchasers make any further inquiries as may be necessary, including but not limited to visiting Echuca-Moama-Torrumbarry Flood Study - Online Map (arcgis.com) and Flood studies and plans Murray River Council (nsw.gov.au).

10. Council and other public authorities policies on hazard risk restrictions

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding. (2) In this section— ***adopted policy*** means a policy adopted— (a) by the council, or (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.
No

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land. (2) If none of the land is bush fire prone land, a statement to that effect.	None Apply

12. Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.	None apply.

13. Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.	This land is not declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act* 2017.

14. Paper subdivision information

(1) The name of a development plan adopted by a relevant authority that— (a) applies to the land, or (b) is proposed to be subject to a ballot. (2) The date of a subdivision order that applies to the land. (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.	None apply.

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.	None apply.

16. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust. **Note—** Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.	None that Council is aware of.

17. Biodiversity certified land

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect. ***Note—*** *Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.*	None that Council is aware of.

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

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act* 2006 to carry out work in relation to a tree on the land, but only if the council has been notified of the order.	None apply.

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

(1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works. (2) In this section— ***existing coastal protection works*** has the same meaning as in the *Local Government Act 1993*, section 553B. **Note—** Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.	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).	None apply.

22. Site compatibility certificates and development consent conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate— (a) the period for which the certificate is current, and (b) that a copy may be obtained from the Department. (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1). (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1). (4) In this section— ***former site compatibility certificate*** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.	None apply.

23. Water or sewerage services

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

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.	Not applicable.

25. Interim development in future infrastructure corridors

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.	Not applicable.

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.

(a) that the land to which the certificate relates is significantly contaminated land (within the meaning of the *Contaminated Land Management Act 1997*)—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.	None apply.
(b) that the land to which the certificate relates is subject to a management order (within the meaning of the *Contaminated Land Management Act 1997*)—if it is subject to such an order at the date when the certificate is issued.	None apply.
(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal (within the meaning of the *Contaminated Land Management Act 1997*)—if it is the subject of such an approved proposal at the date when the certificate is issued.	None apply.
(d) that the land to which the certificate relates is subject to an ongoing maintenance order (within the meaning of the *Contaminated Land Management Act 1997*)—if it is subject to such an order at the date when the certificate is issued.	None apply.
(e) that the land to which the certificate relates is the subject of a site audit statement (within the meaning of the *Contaminated Land Management Act 1997*)—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	None apply.
Murray River Council Contaminated Land Management Policy note Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application or provisions under relevant state legislation is warranted.	

GENERAL COMMENTS

- See Appendix A for the objectives of the zones affecting the subject land.
- Environmental Planning Instruments and the *Murray Development Control Plan* 2012: *Amendment 5* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.
- The *Murray Development Control Plan* 2012: *Amendment 5* complements the provisions of the *Murray Local Environmental Plan* 2011 and contains the detailed planning provisions relating to development standards and guidelines which will be considered by Council when assessing a development application.
- The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.
- The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a *Regional Plan*, *State Environmental Planning Policy,* the *Murray Local Environmental Plan* 2011 or the *Murray Development Control Plan* 2012: Amendment 5. In these circumstances any such covenant, agreement or instrument may be overwritten under Section 1.9A of the *Murray Local Environmental Plan* 2011.

Any request for further information in connection with the above information should be marked to the attention of Council's Development Services Team or call 1300 087 004.

Chris O'Brien
Manager Development Services

MURRAY LOCAL ENVIRONMENTAL PLAN 2011
Appendix A

ZONE R1 General Residential

GENERAL REQUIREMENTS

DEVELOPMENT AND SUBDIVISION

LAND USE TABLE: R1 GENERAL RESIDENTIAL ZONE

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To avoid potential land use conflict and protect the amenity of residents.
- To provide for tourist and visitor accommodation in appropriate locations.

2 Permitted without consent

Environmental protection works; Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Take away food and drink premises; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Car parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Industrial retail outlets; Industrial training facilities; Industries; Local distribution premises; Marinas; Mooring pens; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (major); Registered clubs; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

RELEVANT SPECIAL PROVISIONS

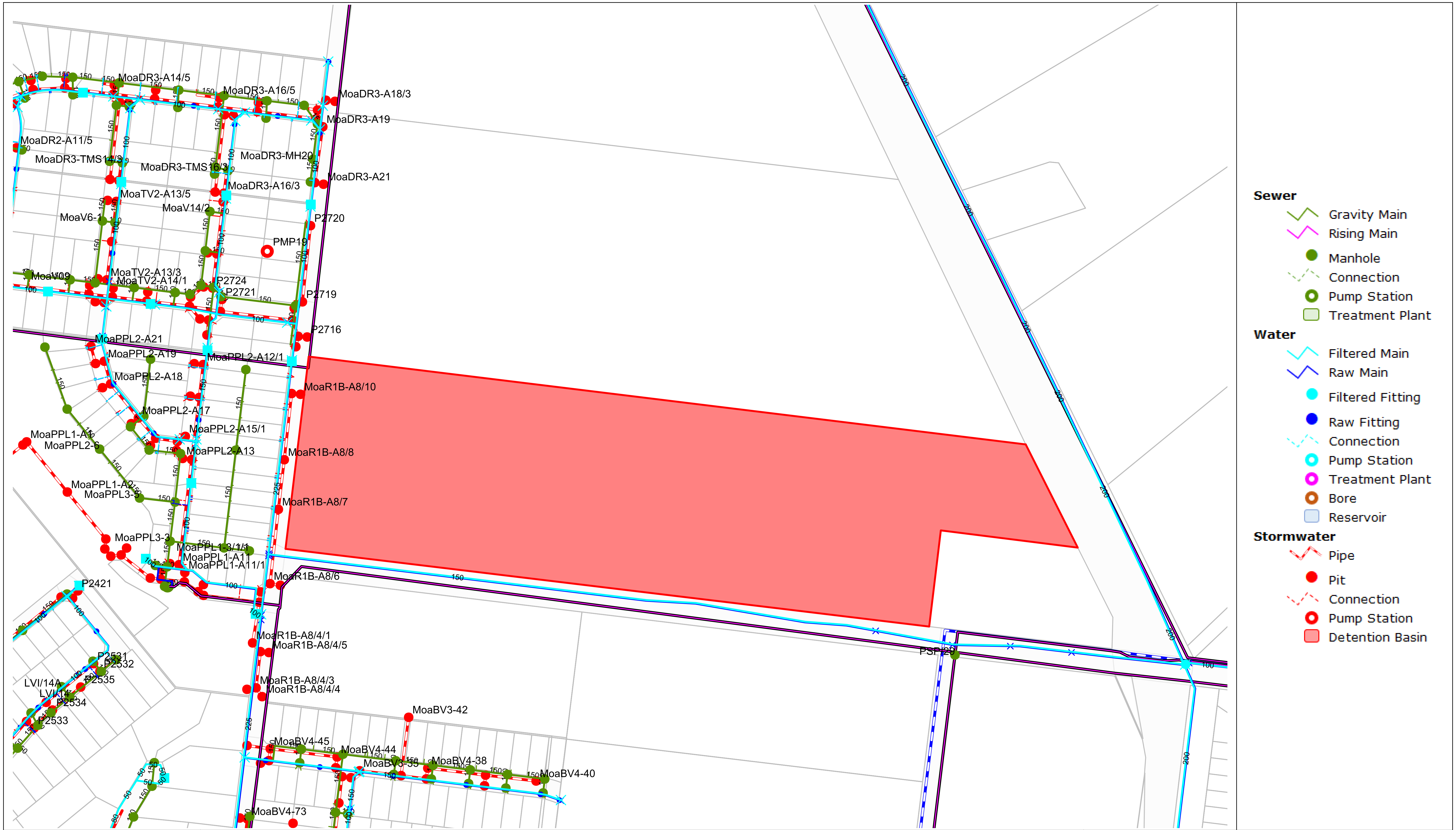
4.1 Minimum subdivision lot size
(1) The objectives of this clause are as follows—
(a) to ensure that new subdivisions reflect lot sizes that are able to provide for adequate servicing of the land and respond to any topographic, physical or environmental constraints,
(b) to ensure that lot sizes are of a sufficient size and shape to accommodate development,
(c) to prevent the fragmentation of rural lands.
(2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
(3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
(4) This clause does not apply in relation to the subdivision of any land—
(a) by the registration of a strata plan or strata plan of subdivision under the Strata Schemes Development Act 2015, or
(b) by any kind of subdivision under the Community Land Development Act 2021.

4.1B Minimum subdivision lot sizes for certain split zones
(1) The objectives of this clause are as follows—
(a) to provide for the subdivision of lots that are within more than one zone and cannot be subdivided under clause 4.1,
(b) to ensure that the subdivision occurs in a manner that promotes suitable land use and development.
(2) This clause applies to each lot (an ***original lot***) that contains—
(a) land in a residential, employment or special uses zone, and
(b) land in RU1 Primary Production or Zone C3 Environmental Management.
(3) Despite clause 4.1, development consent may be granted to subdivide an original lot to create other lots (the ***resulting lots***) if—
(a) one of the resulting lots will contain—
(i) land in a residential, employment or special uses zone that has an area that is not less than the minimum size shown on the Lot Size Map in relation to that land, and
(ii) all of the land in RU1 Primary Production or Zone C3 Environmental Management that was in the original lot, and
(b) all other resulting lots will contain land that has an area that is not less than the minimum size shown on the Lot Size Map in relation to that land.
(4) For the purposes of this clause, land is in a residential, employment or special uses zone if it is in any of the following zones—
(a) Zone R1 General Residential,
(b) Zone R2 Low Density Residential,
(c) Zone R5 Large Lot Residential,
(d) Zone E2 Commercial Centre,
(e) Zone E3 Productivity Support,
(f) Zone SP1 Special Activities,
(g) Zone SP2 Infrastructure,
(h) Zone SP3 Tourist.

Appendix B

State Environmental Planning Policies

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



murray river council

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Murray River Council Mapping

Cobb Highway MOAMA NSW 2731

Lot 2 DP 802381

Printed
20/08/2026

Scale
1:4000

IMPORTANT NOTICE

This map is not a precise survey document. Accurate locations can only be determined by a survey on the ground.

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