

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 50340629	NSW Duty:
vendor's agent	Fuse Property PO Box 7079 KARABAR NSW 2620		Phone: 0499 350 757 Fax: Ref: Kellie O'Connor
co-agent			
vendor	PATRICK JOSEPH O'CONNOR 2/45 River Road Mossy Point NSW 2537		
vendor's solicitor	Meyer Vandenberg Lawyers Level 2, 121 Marcus Clarke Street Canberra City ACT 2601		Phone: 02 6279 4444 Fax: 02 6279 4455 Ref: KC:1803755

date for completion 42 days after the contract date (clause 15) Email: Kim.Craggrove@MVLawyers.com.au

land 54 ILLABUNDA DR MALUA BAY NSW 2536

(Address, plan details and title reference) LOT 1016 IN DEPOSITED PLAN 236653
1016/236653

improvements ☒ VACANT POSSESSION ☐ Subject to existing tenancies
☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☒ other: vacant land
 attached copies ☒ documents in the List of Documents as marked or as numbered
☐ other documents:

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

inclusions ☐ blinds ☐ dishwasher ☐ light fittings ☐ stove
☐ built-in wardrobes ☐ fixed floor coverings ☐ range hood ☐ pool equipment
☐ clothes line ☐ insect screens ☐ solar panels ☐ TV antenna
☐ curtains ☐ other:

exclusions
purchaser

purchaser's solicitor

Phone:

Fax:

Ref:

Email:

price \$

deposit \$

balance \$

(10% of the price, unless otherwise stated)

contract date

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**proposed electronic transaction** (clause 30)☒ no ☐ YES**Tax information (the parties promise this is correct as far as each party is aware)**

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-4
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *RW payment*
(residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide
further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

RW payment (residential withholding payment) further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
3. There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything served by the vendor - *within* 21 days after the later of the contract date and that service; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

• Place for completion

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 served if it is served by the *party* or the *party's solicitor*;

20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 served at the earliest time it is served, if it is served more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

- **Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 normally, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
 - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

SPECIAL CONDITIONS

CONTENTS

32	DEFINITIONS	2
33	INTERPRETATION	3
34	AMENDMENTS TO PRINTED TERMS	4
35	AGENT	4
36	NOTICE TO COMPLETE	4
37	INTEREST	5
38	WATER USAGE	5
39	INCLUSIONS IN SALE	5
40	SURVEY REPORT AND BUILDING CERTIFICATE	5
41	STATE OF REPAIR & OTHER MATTERS	6
42	NO CLAIMS BY PURCHASER	6
43	CONTAMINATION	6
44	EXISTING SERVICES	7
45	INSOLVENCY OF BUYER	7
46	STAMP DUTY	8
47	LAND TAX	8
48	GUARANTEE IF CORPORATE PURCHASER	9
49	REQUISITIONS ON TITLE	9
50	GENERAL	9

SPECIAL CONDITIONS

32 DEFINITIONS

32.1 Unless otherwise stated, the italicised terms that are defined in the Printed Terms of the Contract have the same meanings in these Special Conditions.

32.2 The following words have these meanings in these Special Conditions unless the contrary intention appears:

Building Legislation means the *Environmental Planning and Assessment Act 1979* (NSW), *Local Government Act 1993* (NSW), and the *Disability Discrimination Act 1992* (Cth) or their substitutes or any other *legislation* enacted before or after the Contract Date, including any repealed Acts, regulations, ordinances, environmental planning instruments, state environmental planning policies and local environmental plans.

Claim means, in relation to any person or corporation, a claim, action, proceeding, damage, loss, expense, cost or liability incurred by or to be made or recovered by or against the person or corporation, however arising or whether present, unascertained, immediate, future or contingent and includes, without limitation, a claim for compensation.

Contract Date means the date of formation of this Contract.

Corporations Act means the *Corporations Act 2001* (Cth).

Date of Completion means the date on which Completion actually occurs.

Date for Completion means the date shown as the date for completion in the Schedule.

Deposit means the amount shown as the deposit in the Schedule.

Environmental Requirement means any law, order, guideline, direction, request or requirement (whether or not having the force of law) about or relating to the environment, planning, building or local government, including any of those things about:

- (a) land use, planning and development or occupation of land or buildings;
- (b) heritage preservation, protection, exploration, exploitation, development or conservation of natural or cultural resources;
- (c) pollution or contamination of air, water or soil;
- (d) waste disposal, waste generation, recycling or treatment;
- (e) chemical, toxic, hazardous, poisonous or dangerous substances;
- (f) noise or odour;
- (g) protection of the environment from harm or degradation; or
- (h) occupational health and safety.

Governmental Agency includes (but is not limited to) any government, whether federal, state, territorial or local and any minister, department, authority, agency or other organ of government.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and associated *legislation*.

Price means the amount shown as the price in the Schedule.

Printed Terms means the printed terms and conditions of the Law Society of New South Wales and The Real Estate Institute of New South Wales form of Contract for the Sale and Purchase of Land 2016 edition to which these Special Conditions are attached.

Purchaser is the purchaser as stated on the Schedule.

Schedule means the schedule on the front page of this Contract.

Services means a service for the *property*, being a joint service or passing through another property, or any service for another property passing through the *property*, and includes air, communication, drainage, sewerage, water, electricity, garbage, gas, oil, radio, telephone, television, cable and internet services.

Special Conditions means these clauses starting at clause 32.

Substance means any substance or thing which is or may be an emission to the environment or harmful to the environment or the health or safety of any person or may cause damage to property and includes: asbestos, polychlorinated biphenyls, heavy metals, chemicals, contaminants and any other matter whether in solid, liquid or gaseous form, or whether naturally occurring or man-made.

Vendor is the vendor as stated on the Schedule.

33 INTERPRETATION

33.1 Where any inconsistency arises between any documents forming part of this Contract the documents are to be interpreted in the following order:

- (a) this Contract and these Special Conditions; which prevail over
- (b) any other document included as an exhibit.

33.2 If there is any inconsistency between these Special Conditions and the clauses of the Printed Terms then these Special Conditions will prevail.

33.3 In this Contract, unless the context otherwise requires:

- (a) a reference to a gender includes a reference to any gender;
- (b) references to any person or any *party* include references to their or its respective successors, permitted assigns or substitutes, executors and administrators;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Contract have a corresponding meaning;
- (d) an expression importing a natural person includes any company, firm, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (e) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (f) no provision of this Contract will be construed adversely to a *party* solely on the ground that the *party* was responsible for the preparation of this Contract or that provision;
- (g) a reference to a body other than a *party* to this Contract, (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

- (h) a reference to a thing includes the whole and each part of it;
- (i) a reference to dollars or "\$" means Australian dollars;
- (j) "include" (in any form) when introducing a list of items does not limit the meaning of words to which the list relates to those items or to items of a similar kind; and
- (k) references to a *party* include a reference to the representative member of the Goods and Services Tax group (as defined in the GST Law) to which the *party* belongs to the extent that the representative member has assumed rights, entitlements, benefits, obligations and liabilities which would remain with the *party* if the *party* were not a member of a Goods and Services Tax group.

34 AMENDMENTS TO PRINTED TERMS

34.1 The Printed Terms of the Contract are amended as follows:

- (a) at clause 1 the definition of 'bank' is amended by deleting 'a building society or credit union';
- (b) at clause 5.2.3 the words 'within a reasonable time' is deleted and replaced with the words 'within 21 days after the date of this Contract';
- (c) clause 7.1.1 is deleted and the replaced with the words 'any amount is claimed';
- (d) clauses 10.1.8 and 10.1.9 amended by deleting the words 'substance' and 'disclosed' and replaced with the words 'existence' and 'noted' respectively;
- (e) clause 15 is amended by adding 'if the Purchaser does not complete the Contract by the completion date then the Purchaser shall pay to the Vendor on the Date of Completion an additional sum of \$330.00 inclusive of GST.'; and
- (f) clauses 16.5 and 16.8 is deleted.

35 AGENT

35.1 The Purchaser warrants that it was not introduced to the Property or to the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale other than the Vendor's agent, if any, specified in the Contract.

35.2 The Purchaser will indemnify the Vendor against any claim for commission and any costs or expenses, by any real estate agent or other person arising out of any such introduction of the Purchaser.

35.3 This Special Condition 35 does not merge on Completion.

36 NOTICE TO COMPLETE

36.1 If Completion does not take place on the Date for Completion, either *party* may at any time after the Date for Completion, serve the other *party* a notice to complete ('**Notice to Complete**').

36.2 At the time the Notice to Complete is served, the *party* serving the Notice to Complete must not be in default under the Contract and must be ready willing and able to complete this Contract but for the default or omission of the other *party*.

- 36.3 Notwithstanding any rule of law or equity to the contrary, the parties agree that a 14 days from the date of *service* of the notice is sufficient time allowed for Completion.

37 INTEREST

- 37.1 If Completion does not take place by the Date for Completion, then in addition to any other right that the Vendor may have under this Contract or otherwise, the Purchaser will on Completion by way of an adjustment in the Vendor's favour:
- (a) pay to the Vendor interest of 10% per annum calculated on a daily basis on the balance of the Price from the Date for Completion to the Date of Completion (inclusive); and
 - (b) any other monies payable by the Purchaser to the Vendor under this Contract.
- 37.2 The obligation of the Purchaser to pay interest to the Vendor is an essential term of this Contract.
- 37.3 If Completion of this Contract is delayed solely as a result of the Vendor default then interest is not to be charged for the period during which Completion was delayed solely for this reason.

38 WATER USAGE

- 38.1 The Vendor must on Completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying the number of unbilled days up to and including the adjustment date by the average charge per day for usage for the last period for which an account issued.
- 38.2 The Vendor is not required to adjust on Completion any amount for water and sewerage usage charges if the Purchaser has not served on the Vendor's solicitor a section 603 certificate at least 5 days prior to the Date for Completion.

39 INCLUSIONS IN SALE

The Vendor does not make any representation or warranty about the state of repair or condition of the inclusions and the Purchaser accepts them in their state of repair and condition at the Contract Date.

40 SURVEY REPORT AND BUILDING CERTIFICATE

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

41 STATE OF REPAIR & OTHER MATTERS

- 41.1 The Purchaser acknowledges and agrees that in entering into this Contract the Purchaser:
- (a) has not relied upon any warranty or representation made or any other conduct engaged in by the Vendor or any person on behalf of the Vendor except such as is expressly provided in this Contract;
 - (b) has satisfied itself in all respects and made its own enquiries as to all matters relating to the *property* including the terms, nature and status of the Vendor's interest in the *property*;
 - (c) has relied entirely upon the Purchaser's own enquiries and inspection of the *property*; and
 - (d) is satisfied in all respects as to the nature, quality, condition and state of repair of the *property* (including the soil and sub-strata) and the purposes for which the *property* may be lawfully used.
- 41.2 Subject to clause 10.1.4 of the Printed Terms, the Purchaser acknowledges and agrees that the *property* is sold and accepted by the Purchaser subject to all defects (whether latent or patent) in its present state of repair, condition, dilapidation and infestation.
- 41.3 The Vendor makes no representations or warranties as to the Vendor's compliance with local Council's requirements as to approval or use of the improvements located on the *property*.
- 41.4 The Purchaser acknowledges that the Vendor makes no warranty or representation as to the environmental condition or state of the soil, ground water or substrata or the existence or non-existence of any Substance on or affecting the *property*.
- 41.5 The Purchaser shall not make any requisition, objection or claim for compensation nor be entitled to *rescind* or *terminate* this Contract because of this clause 41.

42 NO CLAIMS BY PURCHASER

- 42.1 The Purchaser may not make any objection requisition or claim for compensation or seek to *rescind* or *terminate* this Contract or to delay Completion because of:
- (a) the existence of any give and take fences or agreements;
 - (b) the boundary fences are not on the correct boundary line or the boundary, or any part of it, is not fenced;
 - (c) the existence of any public or reserved roads intersecting the *property*;
 - (d) the existence of any mineral or exploration grants, leases or licences which have been granted over the *property*;
 - (e) any non-complying dam or water catchment;
 - (f) the Vendor's failure to hold a licence under the *Water Act 1912-1955* or *Water Management Act 2000*; or
 - (g) the Vendor's failure to comply with the legislative requirements for the installation of smoke alarms.

43 CONTAMINATION

- 43.1 The Vendor gives no warranty or express disclosure as to the actual presence, or extent of contamination or otherwise of any Substance on the *property*.

- 43.2 The Vendor will not remove or be required to remove before or after Completion any Substance whether present on the *property* before or after the Contract Date.
- 43.3 Up to and including the Date of Completion, the Vendor must comply with all Environmental Requirements in relation to any Substance but will not be required to remove any Substance prior to or after Completion.
- 43.4 On and from Completion, the Purchaser must comply with all Environmental Requirements in respect of the *property*.
- 43.5 The Purchaser acknowledges that following Completion, the Vendor will not be required to remove any Substance which came into existence or arose before Completion.
- 43.6 The Purchaser acknowledges that following Completion the Purchaser may be required to remove any Substance which came into existence or arose before Completion, at the cost of the Purchaser
- 43.7 The Purchaser is not entitled to *rescind*, *terminate*, delay Completion, object, raise requisition or make any Claim because of any matter disclosed in this clause 43.

44 EXISTING SERVICES

- 44.1 In addition to clause 10.1 of the Printed Terms, the Purchaser takes title subject to and is not entitled to *rescind*, *terminate* or delay Completion, nor to object, requisition or make any Claim in respect of or arising out of any of the following matters:
- (a) the nature, non-location or location, non-availability or availability, non-existence or existence of any of the Services (including pipes, cables and wires) to or in relation to the *property* including the future availability and timing of any installation of any Services where those Services are currently not available to the *property*;
 - (b) the existence of any defects in any Services (including pipes, cables and wires) where available to the *property*;
 - (c) the terms, existence or non-existence of any easements, privileges or rights (whether statutory or otherwise) in respect of any Services affecting or benefiting the *property* or in respect of any entitlement to use those Services;
 - (d) the presence, non-compliance with any law, regulation, codes or otherwise, state of repair or condition of any septic tank or system servicing the *property*;
 - (e) the presence of any sewer, manhole or vent on the *property*; or
 - (f) any water or sewerage main or any underground or surface storm water drain passing through, over or under the *property*.

45 INSOLVENCY OF BUYER

- 45.1 Without affecting any of the Vendor's other rights or remedies, if the Purchaser is a corporation and:
- (a) a petition is presented for the winding up of the Purchaser and is not stayed, withdrawn or discharged within 21 days or a resolution is passed by the Purchaser for its winding up;
 - (b) an administrator or a controller (within the meaning of those expressions in s.9 of the Corporations Act) is appointed over the whole or any part of the assets or undertaking of the Purchaser;
 - (c) a provisional liquidator is appointed in respect of the undertaking of the Purchaser;

- (d) the Purchaser is or becomes an insolvent under administration within the meaning of s.9 of the Corporations Act;
- (e) execution, distress or other like process of any court or authority is levied upon any of the property of the Purchaser for an amount exceeding \$10,000 without it being paid, satisfied, withdrawn or discharged within 21 days; or
- (f) the Purchaser enters into any arrangement or composition with its creditors whether under the provisions of the Corporations Act or otherwise,

then the Purchaser will be deemed to be in default of this Contract and the Vendor may terminate this Contract in accordance with clause 9 of the Printed Terms, or exercise any of its powers and/or remedies arising out of such default under this Contract or otherwise at law.

45.2 Without affecting any of the Vendor's other rights or remedies, if the Purchaser is an individual and:

- (i) dies;
- (ii) becomes incapable because of unsoundness of mind to manage their own affairs;
- (iii) enters into of any arrangement, or transfers any assets, for the benefit of creditors;
- (iv) admits that any of their debts cannot be repaid; or
- (v) anything analogous or of substantially the same effect to any of the events described above,

then the Purchaser will be deemed to be in default of this Contract and the Vendor may terminate this Contract in accordance with clause 9 of the Printed Terms, or exercise any of its powers and/or remedies arising out of such default under this Contract or otherwise at law.

46 STAMP DUTY

- 46.1 The Purchaser will pay all stamp duty (including penalties and fines) which are payable in connection with this Contract.
- 46.2 The Purchaser will indemnify the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the relevant Governmental Agency in relation to those duties.
- 46.3 This Special Condition 46 will not merge or be extinguished on Completion.

47 LAND TAX

- 47.1 Notwithstanding the provisions of clause 14 or any similar principles of law or equity, the purchaser may not refuse to complete this Contract or to delay Completion in any way by reason of any absence of a certificate pursuant to section 47 of the Land Tax Management Act (hereinafter called "Land Tax Certificate" unless, not less than 14 days prior to the Completion Date (or, not less than 7 days prior to the date for completion stipulated in any notice to complete served upon the purchaser by the vendor), the purchaser has served upon the vendor's solicitor notice in writing specifying:
 - (a) that the purchaser has made application for a Land Tax Certificate;
 - (b) the date and number of such application; and
 - (c) the result of such application.

48 GUARANTEE IF CORPORATE PURCHASER

- 48.1 Where the purchaser is a corporation, the vendor requires the purchaser to procure the execution of the Director's Guarantee by 2 directors of the purchaser whereby the directors guarantee to the vendor the performance of the purchaser's obligations under this Contract.

49 REQUISITIONS ON TITLE

For the purposes of clause 5.1, the Purchaser may only submit to the Vendor the form of requisitions on title which are attached to this Contract.

50 GENERAL

- 50.1 The validity, interpretation and performance of this Contract will be governed by the laws of New South Wales and of the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales and of the Commonwealth of Australia in respect of any dispute that arises in connection with this Contract.
- 50.2 This Contract contains the entire understanding between the parties in relation to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this Contract other than those expressly stated in it or necessarily implied by law.
- 50.3 No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this Contract will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this Contract.
- 50.4 If any provision of this Contract is invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.
- 50.5 This Contract may not be varied except by written instrument executed by the parties.
- 50.6 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.
- 50.7 No party may assign or otherwise transfer the benefit of this Contract without the prior written consent of the other party or parties.
- 50.8 The provisions of this Contract are continuing and will not merge or be extinguished upon Completion.

DIRECTOR'S GUARANTEE

I, _____ name of Director)
of _____ (address)

agree as follows:

1. I am a Director of the Purchaser.
2. In consideration of the Vendor entering into this Contract at my request, I agree to guarantee to the Vendor:
 - (a) the performance and observance by the Purchaser of all its obligations under this Contract, before, on and after Completion of this Contract; and
 - (b) the payment of all money payable to the Vendor or to third parties under this Contract or otherwise ('Guarantee').
3. The Guarantee is continuing and binds me notwithstanding:
 - (a) my subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Purchaser or the Purchaser's Directors;
 - (b) any indulgence, waiver or extension of time by the Vendor to the Purchaser or to me or to the Purchaser's Directors; and
 - (c) Completion of this Contract.
4. In the event of any breach by the Purchaser covered by the Guarantee, the Vendor may proceed to recover the amount claimed as a debt or as damages from me without having instituted legal proceedings against the Purchaser or any other of the Purchaser's Directors and without first exhausting the Vendor's remedies against the Purchaser.
5. I agree to keep the Vendor indemnified against any liability, loss, damage or Claim due to the default of the Purchaser which the Vendor may incur in respect of this Contract.

SIGNED SEALED AND)
DELIVERED by the Purchaser's)
Director in the presence of:)

Signature of Purchaser's Director

Witness

Name of Witness

Name of Purchaser's Director



LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1016/236653

SEARCH DATE	TIME	EDITION NO	DATE
10/9/2018	2:04 PM	7	14/3/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 1016 IN DEPOSITED PLAN 236653
AT MALUA BAY
LOCAL GOVERNMENT AREA EUROBODALLA
PARISH OF BATEMAN COUNTY OF ST VINCENT
TITLE DIAGRAM DP236653

FIRST SCHEDULE

PATRICK JOSEPH O'CONNOR

(T AN188156)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP236653 RESTRICTION(S) ON THE USE OF LAND
- 3 AN188157 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

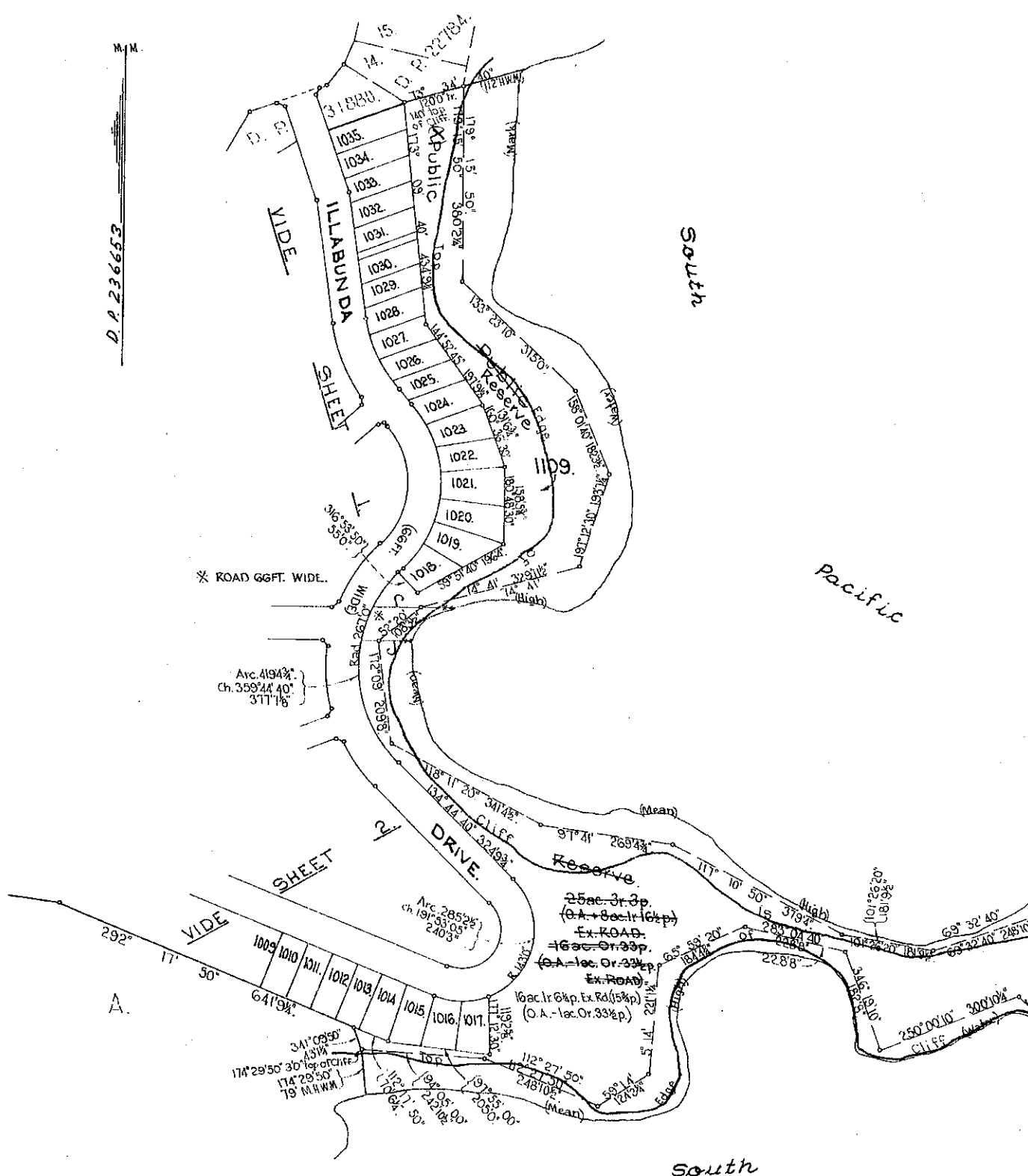
1803755

PRINTED ON 10/9/2018

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

Form No. 4—To be used in conjunction with Forms 2 or 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



Note: Seaward boundary of Lot 1109 (Public Reserve) is top edge of Cliff.

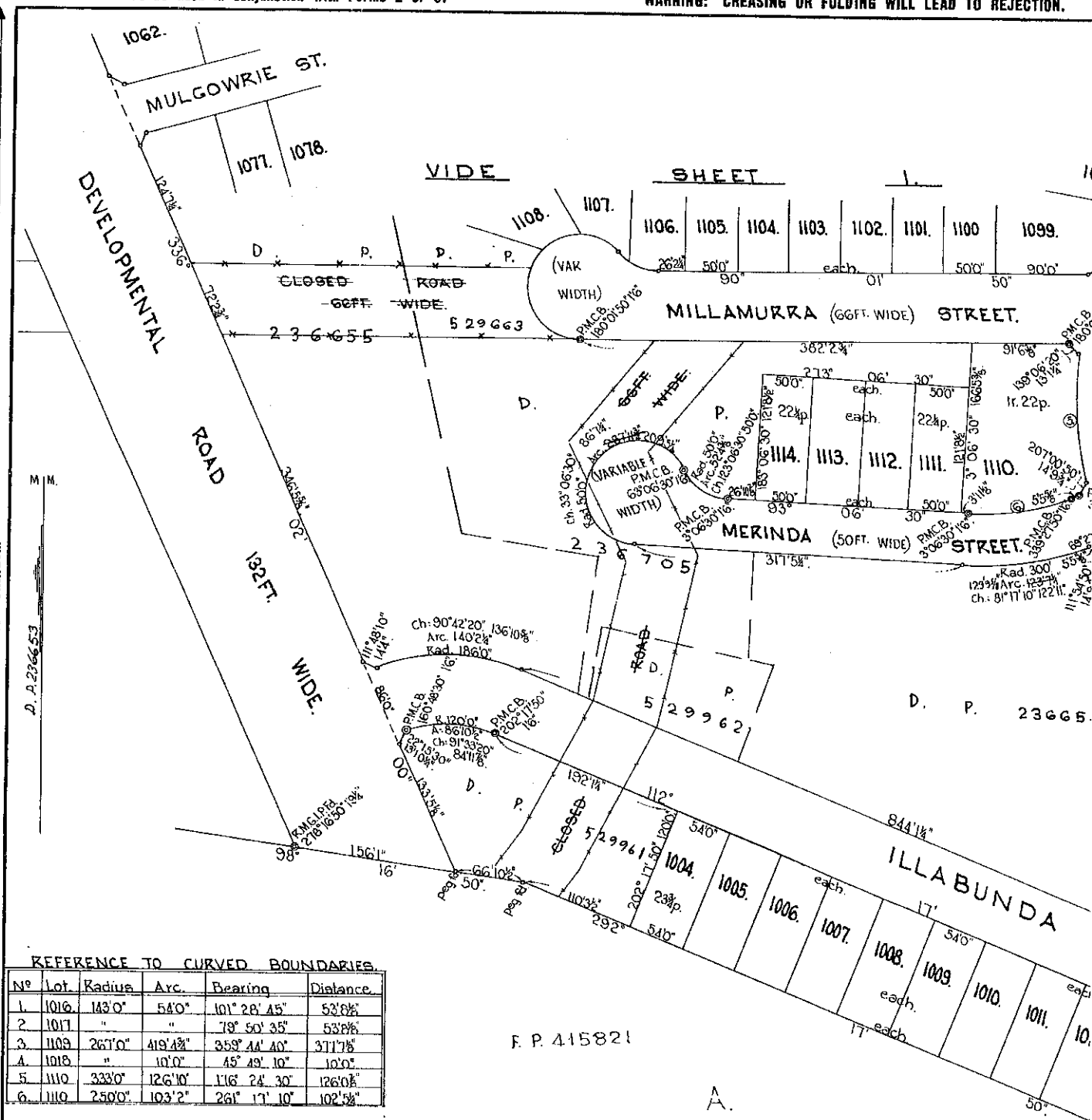
D.P. 236653 (E) 3/3

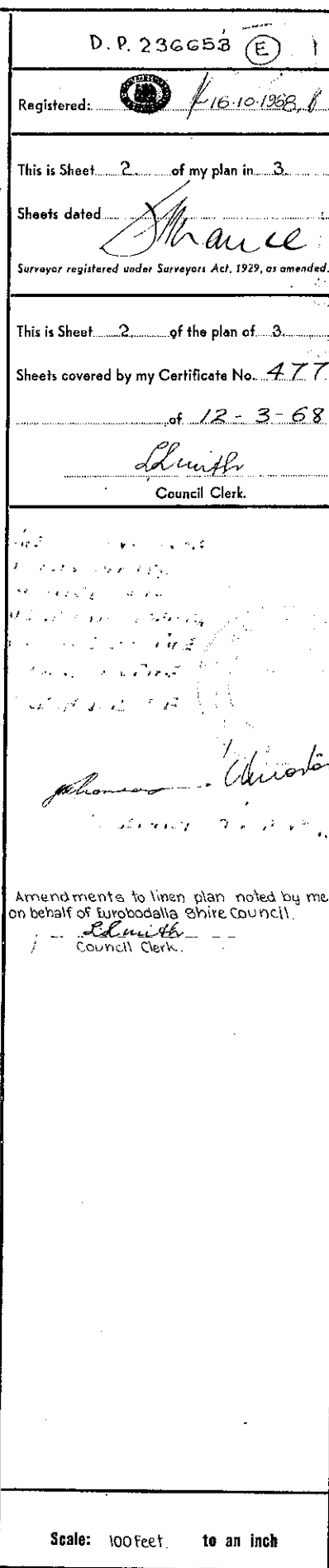
WARNING. Plan Drawing only to appear in this space.

Form No. 4 — To be used in conjunction with Forms 2 or 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

WARNING: Plan Drawing only to appear in this space.





Instrument filed as L210332

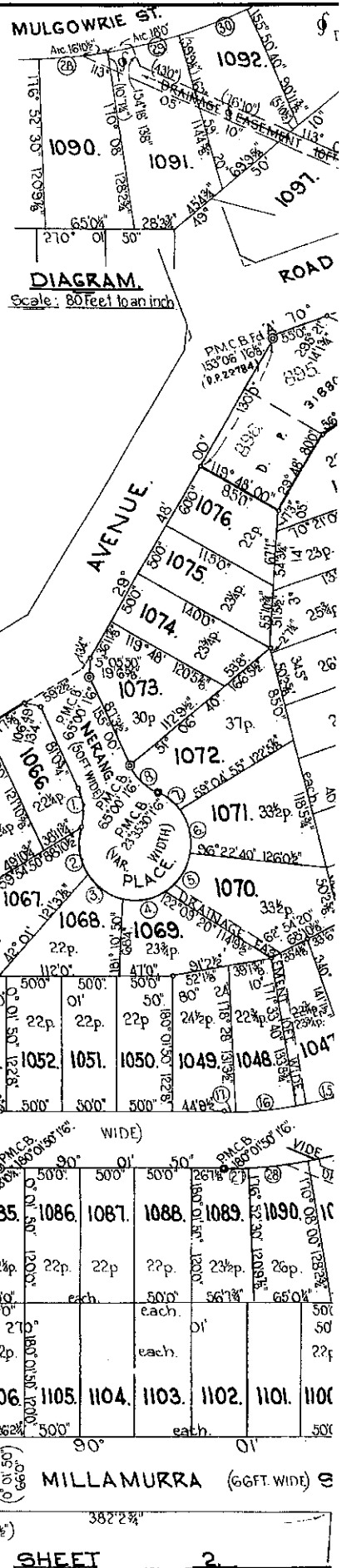
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SURVEYOR'S REFERENCE. N. 5458A.

Plan Form 3—TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESE

REFERENCE TO CURVED BOUNDARIES

Nº	Lot	Radius	Arc	Bearing	Distance	Nº	Lot	Radius	Arc	Bearing	Distance
1	1066	50'0"	361°	175° 42' 20"	35' 44"	30	1092	425'0"	53'0"	68° 25' 00"	52' 11"
2	1067	"	43'0"	171° 46' 20"	4' 18"	31	1093	"	65'0"	61° 21' 30"	6' 41"
3	1068	"	40'0"	124° 13' 00"	38' 11"	32	1094	"	67'4"	52° 32' 25"	6' 73"
4	1069	"	40'2"	78° 15' 00"	39' 13"	33	1095	167'0"	51'10"	147° 55' 40"	51' 11"
5	1070	"	40'0"	32° 17' 00"	38' 11"	34	1096	"	120'0"	178° 26' 30"	11' 52"
6	1071	"	40'0"	346° 26' 50"	38' 11"	35	1097	"	59'7"	208° 15' 00"	59' 33"
7	1072	"	26'1"	305° 33' 30"	25' 10"	36	1098	"	21'7"	223° 10' 55"	2' 17"
8	1073	"	36'1"	314° 17' 40"	35' 44"	37	1099	333'0"	30'4"	224° 16' 50"	30' 4"
9	1074	333'0"	142°	170° 32' 35"	142°	38	1100	"	52'0"	217° 11' 35"	52' 0"
10	1075	"	50'2"	165° 00' 00"	50' 2"	39	1101	"	59'2"	207° 37' 25"	59' 16"
11	1076	"	50'2"	156° 21' 50"	50' 12"	40	1102	50'0"	26'7"	105° 15' 50"	26' 34"
12	1077	"	46'7"	148° 02' 25"	46' 6"	41	1103	"	15'10"	308° 36' 50"	15' 10"
13	1078	375'0"	89'10"	234° 51' 50"	89' 7"	42	1104	"	41'0"	295° 13' 00"	39' 10"
14	1079	"	60'0"	246° 18' 45"	59' 11"	43	1105	"	40'0"	248° 47' 10"	38' 11"
15	1080	"	60'0"	255° 28' 50"	59' 11"	44	1106	"	23'8"	212° 16' 55"	23' 53"
16	1081	"	55'0"	264° 18' 55"	54' 11"	45	1107	"	94'10"	144° 21' 50"	81' 26"
17	1082	"	10'2"	268° 14' 55"	10' 2"	46	1108	267'0"	10'0"	45° 49' 10"	10' 0"
18	1083	725'0"	44'1"	268° 17' 10"	44' 1"	47	1109	233'0"	65'9"	38° 47' 55"	65' 14"
19	1084	"	50'0"	264° 34' 00"	49' 10"	48	1110	"	50'0"	24° 33' 25"	49' 10"
20	1085	"	50'0"	260° 31' 00"	49' 10"	49	1111	"	50'0"	12° 15' 40"	49' 10"
21	1086	"	50'0"	256° 38' 50"	49' 10"	50	1112	"	50'0"	358° 58' 00"	49' 10"
22	1087	"	54'2"	254° 28' 30"	54' 2"	51	1113	"	50'0"	347° 40' 20"	49' 10"
23	1088	675'0"	41'8"	76° 17' 20"	41' 8"	52	1114	"	50'0"	335° 22' 35"	49' 10"
24	1089	"	55'0"	80° 39' 00"	54' 11"	53	1115	"	45'8"	323° 36' 50"	45' 7"
25	1090	"	55'0"	85° 19' 05"	54' 11"	54	1116	267'0"	22'0"	320° 21' 40"	22' 0"
26	1091	"	28'0"	88° 50' 30"	28' 0"	55	1117	"	51'0"	328° 12' 00"	50' 11"
27	1092	425'0"	23'5"	88° 27' 10"	23' 5"	56	1118	"	50'0"	338° 03' 00"	50' 0"
28	1093	"	50'0"	83° 30' 15"	49' 11"	57	1119	"	34'2"	348° 05' 40"	34' 2"
29	1094	"	53'0"	76° 33' 40"	52' 11"	58	1120	"	418'4"	358° 44' 40"	311' 16"



D.P. 236653 (E) 13

M.M.

D.P. 236653

DEVELOPMENTAL ROAD

ROAD 66FT. WIDE.

ROAD 66FT. WIDE.

ROAD 66FT. WIDE.

PYANG

MULGOWRIE

ROAD 66FT. WIDE.

ROAD 66FT. WIDE.

ROAD 66FT. WIDE.

ROAD 66FT. WIDE.

ROAD 66FT. WIDE.

ROAD 66FT. WIDE.

ROAD 66FT. WIDE.

ROAD 66FT. WIDE.

ROAD 66FT. WIDE.

ROAD 66FT. WIDE.

ROAD 66FT. WIDE.

ROAD 66FT. WIDE.

ROAD 66FT. WIDE.

WARNING. Plan Drawing only to appear in this space.

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT



DP 236653 SH 1/3 CONTD

DP 236653 SH 2/3

DP 236653 SH 2/3 CONTD

DP 236653 SH 3/3

FEET	INCHES	METRES
143	5 5/8	43.729
144	8 1/2	44.107
145	9 3/4	44.444
146	10 1/2	44.792
147	11 1/4	45.091
148	12 1/4	45.392
149	13 1/4	45.693
150	14 1/4	45.995
151	15 1/4	46.298
152	16 1/4	46.601
153	17 1/4	46.904
154	18 1/4	47.208
155	19 1/4	47.512
156	20 1/4	47.816
157	21 1/4	48.120
158	22 1/4	48.424
159	23 1/4	48.728
160	24 1/4	49.032
161	25 1/4	49.336
162	26 1/4	49.640
163	27 1/4	49.944
164	28 1/4	50.248
165	29 1/4	50.552
166	30 1/4	50.856
167	31 1/4	51.160
168	32 1/4	51.464
169	33 1/4	51.768
170	34 1/4	52.072
171	35 1/4	52.376
172	36 1/4	52.680
173	37 1/4	52.984
174	38 1/4	53.288
175	39 1/4	53.592
176	40 1/4	53.896
177	41 1/4	54.200
178	42 1/4	54.504
179	43 1/4	54.808
180	44 1/4	55.112
181	45 1/4	55.416
182	46 1/4	55.720
183	47 1/4	56.024
184	48 1/4	56.328
185	49 1/4	56.632
186	50 1/4	56.936
187	51 1/4	57.240
188	52 1/4	57.544
189	53 1/4	57.848
190	54 1/4	58.152
191	55 1/4	58.456
192	56 1/4	58.760
193	57 1/4	59.064
194	58 1/4	59.368
195	59 1/4	59.672
196	60 1/4	59.976
197	61 1/4	60.280
198	62 1/4	60.584
199	63 1/4	60.888
200	64 1/4	61.192
201	65 1/4	61.496
202	66 1/4	61.800
203	67 1/4	62.104
204	68 1/4	62.408
205	69 1/4	62.712
206	70 1/4	63.016
207	71 1/4	63.320
208	72 1/4	63.624
209	73 1/4	63.928
210	74 1/4	64.232
211	75 1/4	64.536
212	76 1/4	64.840
213	77 1/4	65.144
214	78 1/4	65.448
215	79 1/4	65.752
216	80 1/4	66.056
217	81 1/4	66.360
218	82 1/4	66.664
219	83 1/4	66.968
220	84 1/4	67.272
221	85 1/4	67.576
222	86 1/4	67.880
223	87 1/4	68.184
224	88 1/4	68.488
225	89 1/4	68.792
226	90 1/4	69.096
227	91 1/4	69.400
228	92 1/4	69.704
229	93 1/4	70.008
230	94 1/4	70.312
231	95 1/4	70.616
232	96 1/4	70.920
233	97 1/4	71.224
234	98 1/4	71.528
235	99 1/4	71.832
236	100 1/4	72.136
237	101 1/4	72.440
238	102 1/4	72.744
239	103 1/4	73.048
240	104 1/4	73.352
241	105 1/4	73.656
242	106 1/4	73.960
243	107 1/4	74.264
244	108 1/4	74.568
245	109 1/4	74.872
246	110 1/4	75.176
247	111 1/4	75.480
248	112 1/4	75.784
249	113 1/4	76.088
250	114 1/4	76.392
251	115 1/4	76.696
252	116 1/4	77.000
253	117 1/4	77.304
254	118 1/4	77.608
255	119 1/4	77.912
256	120 1/4	78.216
257	121 1/4	78.520
258	122 1/4	78.824
259	123 1/4	79.128
260	124 1/4	79.432
261	125 1/4	79.736
262	126 1/4	80.040
263	127 1/4	80.344
264	128 1/4	80.648
265	129 1/4	80.952
266	130 1/4	81.256
267	131 1/4	81.560
268	132 1/4	81.864
269	133 1/4	82.168
270	134 1/4	82.472
271	135 1/4	82.776
272	136 1/4	83.080
273	137 1/4	83.384
274	138 1/4	83.688
275	139 1/4	83.992
276	140 1/4	84.296
277	141 1/4	84.600
278	142 1/4	84.904
279	143 1/4	85.208
280	144 1/4	85.512
281	145 1/4	85.816
282	146 1/4	86.120
283	147 1/4	86.424
284	148 1/4	86.728
285	149 1/4	87.032
286	150 1/4	87.336
287	151 1/4	87.640
288	152 1/4	87.944
289	153 1/4	88.248
290	154 1/4	88.552
291	155 1/4	88.856
292	156 1/4	89.160
293	157 1/4	89.464
294	158 1/4	89.768
295	159 1/4	90.072
296	160 1/4	90.376
297	161 1/4	90.680
298	162 1/4	90.984
299	163 1/4	91.288
300	164 1/4	91.592
301	165 1/4	91.896
302	166 1/4	92.200
303	167 1/4	92.504
304	168 1/4	92.808
305	169 1/4	93.112
306	170 1/4	93.416
307	171 1/4	93.720
308	172 1/4	94.024
309	173 1/4	94.328
310	174 1/4	94.632
311	175 1/4	94.936
312	176 1/4	95.240
313	177 1/4	95.544
314	178 1/4	95.848
315	179 1/4	96.152
316	180 1/4	96.456
317	181 1/4	96.760
318	182 1/4	97.064
319	183 1/4	97.368
320	184 1/4	97.672
321	185 1/4	97.976
322	186 1/4	98.280
323	187 1/4	98.584
324	188 1/4	98.888
325	189 1/4	99.192
326	190 1/4	99.496
327	191 1/4	99.800
328	192 1/4	100.104
329	193 1/4	100.408
330	194 1/4	100.712
331	195 1/4	101.016
332	196 1/4	101.320
333	197 1/4	101.624
334	198 1/4	101.928
335	199 1/4	102.232
336	200 1/4	102.536
337	201 1/4	102.840
338	202 1/4	103.144
339	203 1/4	103.448
340	204 1/4	103.752
341	205 1/4	104.056
342	206 1/4	104.360
343	207 1/4	104.664
344	208 1/4	104.968
345	209 1/4	105.272
346	210 1/4	105.576
347	211 1/4	105.880
348	212 1/4	106.184
349	213 1/4	106.488
350	214 1/4	106.792
351	215 1/4	107.096
352	216 1/4	107.400
353	217 1/4	107.704
354	218 1/4	108.008
355	219 1/4	108.312
356	220 1/4	108.616
357	221 1/4	108.920
358	222 1/4	109.224
359	223 1/4	109.528
360	224 1/4	109.832
361	225 1/4	110.136
362	226 1/4	110.440
363	227 1/4	110.744
364	228 1/4	111.048
365	229 1/4	111.352
366	230 1/4	111.656
367	231 1/4	111.960
368	232 1/4	112.264
369	233 1/4	112.568
370	234 1/4	112.872
371	235 1/4	113.176
372	236 1/4	113.480
373	237 1/4	113.784
374	238 1/4	114.088
375	239 1/4	114.392
376	240 1/4	114.696
377	241 1/4	115.000
378	242 1/4	115.304
379	243 1/4	115.608
380	244 1/4	115.912
381	245 1/4	116.216
382	246 1/4	116.520
383	247 1/4	116.824
384	248 1/4	117.128
385	249 1/4	117.432
386	250 1/4	117.736
387	251 1/4	118.040
388	252 1/4	118.344
389	253 1/4	118.648
390	254 1/4	118.952
391	255 1/4	119.256
392	256 1/4	119.560
393	257 1/4	119.864
394	258 1/4	120.168
395	259 1/4	120.472
396	260 1/4	120.776
397	261 1/4	121.080
398	262 1/4	121.384
399	263 1/4	121.688
400	264 1/4	121.992
401	265 1/4	122.296
402	266 1/4	122.600
403	267 1/4	122.904
404	268 1/4	123.208
405	269 1/4	123.512
406	270 1/4	123.816
407	271 1/4	124.120
408	272 1/4	124.424
409	273 1/4	124.728
410	274 1/4	125.032
411	275 1/4	125.336
412	276 1/4	125.640
413	277 1/4	125.944
414	278 1/4	126.248
415	279 1/4	126.552
416	280 1/4	126.856
417	281 1/4	127.160
418	282 1/4	127.464
419	283 1/4	127.768
420	284 1/4	128.072
421	285 1/4	128.376
422	286 1/4	128.680
423	287 1/4	128.984
424	288 1/4	129.288
425	289 1/4	129.592
426	290 1/4	129.896
427	291 1/4	130.200
428	292 1/4	130.504
429	293 1/4	130.808
430	294 1/4	131.112
431	295 1/4	131.416
432	296 1/4	131.720
433	297 1/4	132.024
434	298 1/4	132.328
435	299 1/4	132.632
436	300 1/4	132.936
437	301 1/4	133.240
438	302 1/4	133.544
439	303 1/4	133.848
440	304 1/4	134.152
441	305 1/4	134.456
442	306 1/4	134.760
443	307 1/4	135.064
444	308 1/4	135.368
445	309 1/4	135.672
446	310 1/4	135.976
447	311 1/4	136.280
448	312 1/4	136.584
449	313 1/4	136.888
450	314 1/4	137.192
451	315 1/4	137.496
452	316 1/4	137.800
453	317 1/4	138.104
454	318 1/4	138.408
455	319 1/4	138.712
456	320 1/4	139.016
457	321 1/4	139.320
458	322 1/4	139.624
459	323 1/4	139.928
460	324 1/4	140.232
461	325 1/4	140.536
462	326 1/4	140.840
463	327 1/4	141.144
464	328 1/4	141.448
465	329 1/4	141.752
466	330 1/4	142.056
467	331 1/4	142.360
468	332 1/4	142.664
469	333 1/4	142.968
470	334 1/4	143.272
471	335 1/4	143.576
472	336 1/4	143.880
473	337 1/4	144.184
474	338 1/4	144.488
475	339 1/4	144.792
476	340 1/4	145.096
477	341 1/4	145.400
478	342 1/4	145.704
479	343 1/4	146.008
480	344 1/4	146.312
481	345 1/4	146.616
482	346 1/4	

Registered:	 16-12-1968
C.A. 477	of 12-3-1968
Title System:	Torrens
Purpose:	Subdivision
Ref. Map:	Eurobodalla Sh. A.
Last Plan	Eurobodalla Sh. A.
PLAT OF	
Subdivision of	
of PORTION 174 & 175	
East of Eurobodalla Sh. A.	
286 to 287 and P. 184 of Gov.	
Scale: 100 Feet	to an inch
Shire of	
of EUROBODALLA	
Locality: MALUA BAY	
Parish: BATEMAN	
Country: ST. VINCENT.	
Indictex, Simpkins, Moore.	
at 14, Junction, Sizet, Nabura, 25A.O.	
a survey registered under the Survey Act, 1923, in	
plan 174 & 175, and that the survey represented in this	
plan is 3 Batches	
It records and sets down such applications, orders or	
conditions, stipulations or agreements with the Survey	
Commissioners as may be required and may be made in	
the course of the survey	
Signature: 	
Survey registered under Survey Act 1923, is amended	
under the Survey Act, 1923, in	
plan 174 & 175, to be shown in public road or	
public reserves or create drainage reserves	
reserves or reserves, so to use.	
Deposited one Sheet, is approved in whole	
provided.	
It is intended to dedicate	
BLAUANDA DRIVE NEAR	
PLACE, MULCOW STREET, OF	
WILLAMORA STREET, MERINDA	
STREET and the pathway right	
waive, to the public for road	
purpose.	
Pursuant to section 88c of the	
Consolidating Act, it is intended	
to create a public road, Eusebio	
1088, WIDE and	
(2) Restrictions as to use	
of instrument filed as L210532	
INSTRUMENTS REFERRED. N.545B.A.	

OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

[illegible]

CONVERSION TABLE ADDED IN
REGISTER GENERAL'S DEPARTMENT

DP 236653 SH 1/3

FEET INCHES	METRES
1 0 3/4	0.354
1 0 3/4	0.487
1 1 6 1/8	0.460
1 1 6 3/4	0.476
2 2 7 1/4	0.794
2 2 7 1/4	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.026
3 3 3/8	1.02

1526

L210332

lot 2 Sheets

Substituted Instrument Lodged 5-7-1968

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 80B OF THE CONVEYANCING ACT 1919-1964.

PART I

(Sheet 1 of 2 Sheets)

Plan:

DP236653

Subdivision of land covered by Council Clerk's
Certificate No. 477 of 1968 in
Plan of Messrs. Mance & Allen No. N.5458A
(3 Sheets)

Full Name and Address of
Proprietor of the land:

Mains Bay Pty. Limited a Company duly
incorporated having its Registered
Office at Wason Street, Milton (herein-
after called the Company)

1. Identity of Easement firstly
referred to in the above-
mentioned Plan

Drainage Easement 10' Wide and variable.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

1030
1047
1070
1080
1091
1092
1097

Lots, Name of Road, or Authority Benefited

THE COUNCIL OF THE SHIRE OF EUROBOVALIA
(hereinafter called the Council)

2. Identity of Easement or
restriction secondly
referred to

Restrictions as to User

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Each Lot except
Lots 1111 and 1109

Lots, name of road, or Authority Benefited

Every other Lot

1. Terms of Drainage Easement 10' Wide firstly referred to in abovementioned Plan

Full and free right and liberty for the said Council its officers servants and Agents to lay down drains and/or pipes and to use and maintain such drains and/or pipes through and under ALL THAT piece of land shown as "Drainage Easement 10' Wide" in Deposited Plan Number 236654 (hereinafter referred to as the servient tenement) for the purpose of conveying carrying off drain waters surface waters and storm waters from a Public Road Together with Full and Free Right and Liberty from time to time and at all times to inspect the condition of the drains and/or pipes and to cleanse maintain mend repair and re-lay such drains and/or pipes or any part thereof and for such purposes or any of them at all reasonable times with or without surveyors workmen materials machinery implements and other persons and things to pass and re-pass and with or without vehicles to enter into and upon the servient tenement and to bring and place and have thereon to remove therefrom carry away use and leave any of the clay, sand, gravel, stones and earth which shall be taken out of the land comprising the servient tenement and to do all such acts and things which may be deemed necessary for the above purposes by the said Council PROVIDED that in carrying out or performing any such inspection cleansing maintenance mending renewing repairing re-laying or replacing such line of drains and/or pipes and excavating taking up renewing repairing re-laying or replacing the surface of the servient tenement the said Council shall make as little disturbance on or do as little damage as possible to the servient tenement and shall with all practicable speed restore and make good all or any such damage or disturbance and as far as practicable and with all reasonable speed restore the surface of the servient tenement to its former state

L210332

2 of 2 Sheets

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
IMPOSED BY THE COUNCIL PURSUANT TO SECTION 33B OF THE COUNCIL ACT
1919-1964

(Sheet 2 of 2 Sheets)

Plan DP236653

Subdivision of land covered by Council Clerk's
Certificate No. 477 of 1967

and condition and the said Company for itself and its sequels in title BOTH HEREBY
COVENANT with the said Council and its successors that it will not:

- (a) Do permit or knowingly suffer to be done any act deed matter or thing whereby the said drains and/or pipes shall or shall be likely to become damaged or injured or whereby the said Council shall be prevented from or hampered in mending repairing or re-laying the said drains and/or pipes or any part thereof
- (b) Interfere in any way with the free flow and passage of soil or water through the said drains and/or pipes
- (c) Erect or permit or suffer to be erected on or over any part or parts of the servient tenement any building or other erection of any kind without the consent in writing of the said Council

And It is Hereby Agreed and declared that if the said Company or the owner or Owners for the time being of the subject land shall in any way breach the foregoing covenants then the said Company, or the owner or owners for the time being shall at her his or their own expense properly and substantially repair and make good such damage and restore the free flow and passage of soil or water through the said drains and/or pipes and do all things necessary and expedient for such purposes

2. Terms of Restriction as to User secondly referred to in abovementioned Plan

- (a) That only one main building shall be erected on each Lot comprised in the said Plan
- (b) That no building shall be erected on each Lot comprised in the said Plan or any part thereof unless such building shall be constructed of brick, stone, timber, fibro or other materials approved by the said Company
- (c) That any building erected on each Lot comprised in the said Plan shall be used only for the purpose of a private dwelling house or other purpose approved by the said Company or its sequels in title
- (d) That any main building erected on each Lot comprised in the said Plan shall have a floor space of not less than 700 square feet
- (e) That whilst the adjoining land is owned by the said Company and its sequels in title no fence shall be erected on each Lot in the said Plan to divide it from such adjoining land without the consent of the said Company and its sequels in title but such consent shall not be withheld if such fence is erected without expense to the said Company and its sequels in title such consent shall be deemed to have been given in respect of every such fence for the time being erected

Name of person empowered to release, vary or modify restrictions secondly referred to in abovementioned Plan

Malua Bay Pty. Limited

THE COMMON SEAL of MALUA BAY PTY.
LIMITED was hereunto affixed by
Order of the Board in the presence
of:

Secretary

Director

L210332

Instrument pursuant to Regulation 52D Corresponding to
Regulations, 1971, and the terms of easement or
restrictions as to user imposed by resolution of the
within-mentioned Plan and Plan.



16.10.68

Eurobodalla Shire Council

10.7 Planning Certificate



SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979.

Page 1 of 5

Applicant

InfoTrack
ecertificates@infotrack.com.au

Certificate No.	0395/19
-----------------	---------

Receipt No.: 2290820

Date of Issue: 11 September

Reference: 2018

Property Identifier: 1803755
4175

Property Desc: 54 Illabunda Drive Malua Bay
DP 236653 Lot 1016

Section A: Advice Provided in accordance with Section 10.7(2).

Local Environmental Plans (LEP) Zoning and Draft LEPS (including Planning Proposals)

The following LEPs, Zones and Draft Plans apply to the land the subject of the Certificate

Eurobodalla Local Environmental Plan 2012

R2 Low Density Residential

Details of uses for which the above land may be used with or without the need for development consent or which is prohibited within the zone are explained in attached copy of the extract from the LEP

State Environmental Planning Policies (SEPP) and Deemed State Environmental Planning Policies

SEPP's that apply on a Shire wide basis:

State Environmental Planning Policy No.1 - Development Standards
State Environmental Planning Policy No.21 - Caravan Parks
State Environmental Planning Policy No.30 - Intensive Agriculture
State Environmental Planning Policy No.32 - Urban Consolidation (Redevelopment of Urban Land)
State Environmental Planning Policy No.33 - Hazardous and Offensive Development
State Environmental Planning Policy No.36 - Manufactured Home Estates
State Environmental Planning Policy No.44 - Koala Habitat Protection
State Environmental Planning Policy No.50 - Canal Estates
State Environmental Planning Policy No.55 - Remediation of Land
State Environmental Planning Policy No.62 - Sustainable Aquaculture
State Environmental Planning Policy No.64 - Advertising and Signage
State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Major Development) 2005
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Temporary Structures)
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Rural Lands) 2008
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

Certificate No.	0395/19
-----------------	---------

SEPP's that apply specifically to the subject land:

State Environment Planning Policy (Coastal Management) 2018 (Whole Lot)

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017 applies to all or part of the land.

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

- Exempt Development Code
- General Housing Code
- Housing Alterations Code
- Commercial and Industrial Alterations Code
- Commercial and Industrial (New Buildings and Additions) Code
- Subdivision Code
- Rural Housing Code
- General Development Code
- Fire Safety Code
- Demolition Code

The above Codes may apply subject to the development meeting the specific standards and land requirements identified in the Codes. Further information about how these Codes apply to the subject land can be found in Section 5 of this Certificate.

Deemed SEPP's that apply on a Shire wide basis:

Development Control Plans (DCP)
--

The following DCPs apply to the land the subject of the Certificate:
Residential Zones DCP

Other Prescribed Information**1. Minimum Land Dimensions**

There is no development standard applying to the land to fix minimum land dimensions for the erection of a dwelling house.

2. Critical Habitat

Council has received no advice that the land includes or comprises critical habitat.

3. Conservation Area

The land is not within a Conservation Area.

4. Heritage Listing

An item of environmental heritage is not situated on the land.

5. Complying Development

Complying Development under State Environmental planning policy (Exempt and Complying Development Codes) 2008 may not be carried out on the land (or part of the land) because of the provisions set out under clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy.

6. Coastal Management Act 2016

Sections 38 or 39 of the Coastal Protection Act 1979 are not applicable. This information is provided to the extent that Council has been notified by the Department of Services, Technology and Administration.

6a. Information Relating to Beaches and Coasts

Certificate No.	0395/19
-----------------	---------

6a. Information Relating to Beaches and Coasts

Council has received no advice that an order has been made in relation to temporary coastal protection works on the land.

6b. Annual Charges for Coastal Protection Services under Local Government Act 1993

No annual charges for coastal protection services that relate to the land apply.

7. Mine Subsidence

The land has not been proclaimed a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961

8. Road Widening and Road Realignment

The land is not affected by a road widening or realignment under Division 2 of Part 3 of the Roads Act 1993, or any Environmental Planning Instrument or by any Resolution of the Council.

9. Council and Other Public Authority Policies on Hazard Risk Restrictions

Council has no adopted policy and has received no advice from any other public authority of any policy which imposes any hazard risk restrictions on the development of the land, because of the likelihood of acid sulfate soils, sea level rise or any other risk (other than flooding/tidal inundation or bushfire).

10. Flood Related Development Controls Information

Council considers that the land subject of this certificate is above the 1:100 year flood planning level and therefore its Flood Management Policy does not impose any flood related development controls.

11. Land Reserved for Acquisition

There is no provision within the Eurobodalla Local Environmental Plans for the acquisition of the land by a public authority.

12. Contribution Plans

The following Contribution plans apply to the land:

(For further information please make separate enquires with Council)

- 1) Development Contributions Plan 2000-2005 Eurobodalla Shire Council
- 2) S94A Levy Contributions Plan 2007
- 3) Planning Agreements Policy 2006
- 4) Local Infrastructure Contributions Plan 2012

13. Biodiversity Certified Land

Council has received no advice that the land is Biodiversity Certified land under Part 8 of the Biodiversity Conservation Act 2016. Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995.

13 a. Biodiversity Stewardship Sites

Council has received no advice that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995

13 b. Native vegetation clearing set asides

Council has received no advice that the land contains a set aside area under section 60ZC of the Local Land Services Act 2013.

14. Matters Arising under the Contaminated Land Management Act 1997

Council has received no advice that the land is subject to any matter under the Contaminated Land Management Act 1997

15. Bushfire Prone Land

The land is bush fire prone land under Section 10.3 of the Environmental Planning and Assessment Act 1979.

16. Property Vegetation Plans

Council has received no advice that a Property Vegetation Plan under the Native Vegetation Act 2003 applies to the land.

Certificate No.	0395/19
-----------------	---------

17. Orders under Trees (Disputes Between Neighbours) Act 2006

Council has received no advice that the land is subject to an order.

18. Directions under Part 3A

Council has received no advice that the land is subject to an order or that a direction under Part 3A applies to the land.

19. Site Compatibility Certificates and Conditions for Seniors Housing

Council has received no advice that a site compatibility certificate under Clause 25 of State Environmental Planning Policy (Housing for seniors or People with a disability) 2004 applies to the land

20. Site Compatibility Certificates for Infrastructure

Council has received no advice that a site compatibility certificate under Clause 19 of State Environmental Planning Policy (Infrastructure) 2007 applies to the land

21. Site Compatibility Certificates and Conditions for Affordable Rental Housing

Council has received no advice that a site compatibility certificate OR conditions for affordable rental housing have been imposed to a Development Application in respect of the land under clause 17(1) or 38(1) of State Environment Planning Policy (Affordable Rental Housing) 2009

22. Loose-Fill Asbestos Insulation

Council has received no advice that the land is identified on the Loose-Fill Asbestos Insulation Register.

Please Note:

This Council has made no inspection of the property for the purpose of this certificate.

Purchasers should satisfy themselves that there are no breaches of the Environmental Planning and Assessment Act 1979 in respect to the use or development of the property.

ADDITIONAL POLICIES AND OR CODES THAT MAY APPLY TO THE LAND

Eurobodalla Advertisement and Notification Code

Eurobodalla Footpath Trading Code

Eurobodalla Landscaping Code

Eurobodalla Parking and Access Code

Eurobodalla Safer by Design Code

Eurobodalla Signage Code

Eurobodalla Site Waste Minimisation and Management Code

Eurobodalla Soil and Water Management Code

Eurobodalla Tree Preservation Code

Design guidelines for rainwater tanks where an existing reticulated water supply exists

Moruya Floodplain Code

Interim Coastal Hazard Adaptation Code

Further information on these policies & strategies visit Council's website www.esc.nsw.gov.au or phone 4474 1000.

The National Parks and Wildlife Act 1974 provides protection to Aboriginal heritage objects and places on all land within New South Wales. Certain land within the Eurobodalla Shire may contain Aboriginal heritage that may have significance to the Aboriginal community. It may be advisable for potential purchasers of land to undertake appropriate searches to determine whether Aboriginal heritage objects or places have been previously recorded on that land.

The Office of Environment and Heritage, Climate Change and Water maintains a database of all previously recorded Aboriginal heritage objects and places called the Aboriginal Heritage Information Management System (AHIMS). You can check whether there are any previously recorded Aboriginal heritage object and places by contacting the AHIMS Registrar at Department of Environment Climate Change on 6229 7000.

If you require further information on this certificate please contact Council's Duty Development Team on 4474 1231

Catherine Dale

Dr C Dale
General Manager

Certificate No.	0395/19
-----------------	---------

Disclaimer: Information supplied to support this documentation may have been derived from various third parties which is neither endorsed, supported or checked for accuracy or completeness by Eurobodalla Shire Council. The applicant should verify any reliance on information supplied by third parties. Eurobodalla Shire Council accepts no responsibility for any loss, damage, cost or expense incurred or arising by reason of any person using or relying on the third party information

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage residential development that is consistent with the character of the neighbourhood.

2 Permitted without consent

Environmental protection works; Home occupations

3 Permitted with consent

Bed and breakfast accommodation
Boarding houses
Building identification signs
Business identification signs
Centre-based child care facilities
Community facilities
Dual occupancies
Dwelling houses
Emergency services facilities
Environmental facilities
Exhibition homes
Exhibition villages
Group homes
Health consulting rooms
Home-based child care
Home businesses
Home industries
Hostels
Multi dwelling housing
Neighbourhood shops
Places of public worship
Recreation areas
Respite day care centres
Roads
Secondary dwellings
Seniors housing
Sewerage systems
Shop top housing
Water supply systems

4 Prohibited

Any development not specified in item 2 or 3

Our Ref: E16.0011: 68122.18

Your Ref: 1803755

12 September 2018

Info Track

DX 578 Sydney

ecertificates@infotrack.com.au

Dear Sir/Madam

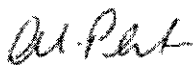
Sewer Mains Diagram Lot 1016 DP236653 54 Illabunda Drive Malua Bay

Please find attached, a diagram showing the approximate position of Council's sewer main in relation to the above property.

The diagram has been compiled on the best available information and must be taken as a guide only. The exact location can only be determined by excavation on site.

If we can help you with any further information, please phone Infrastructure Services Support team on 4474 7366.

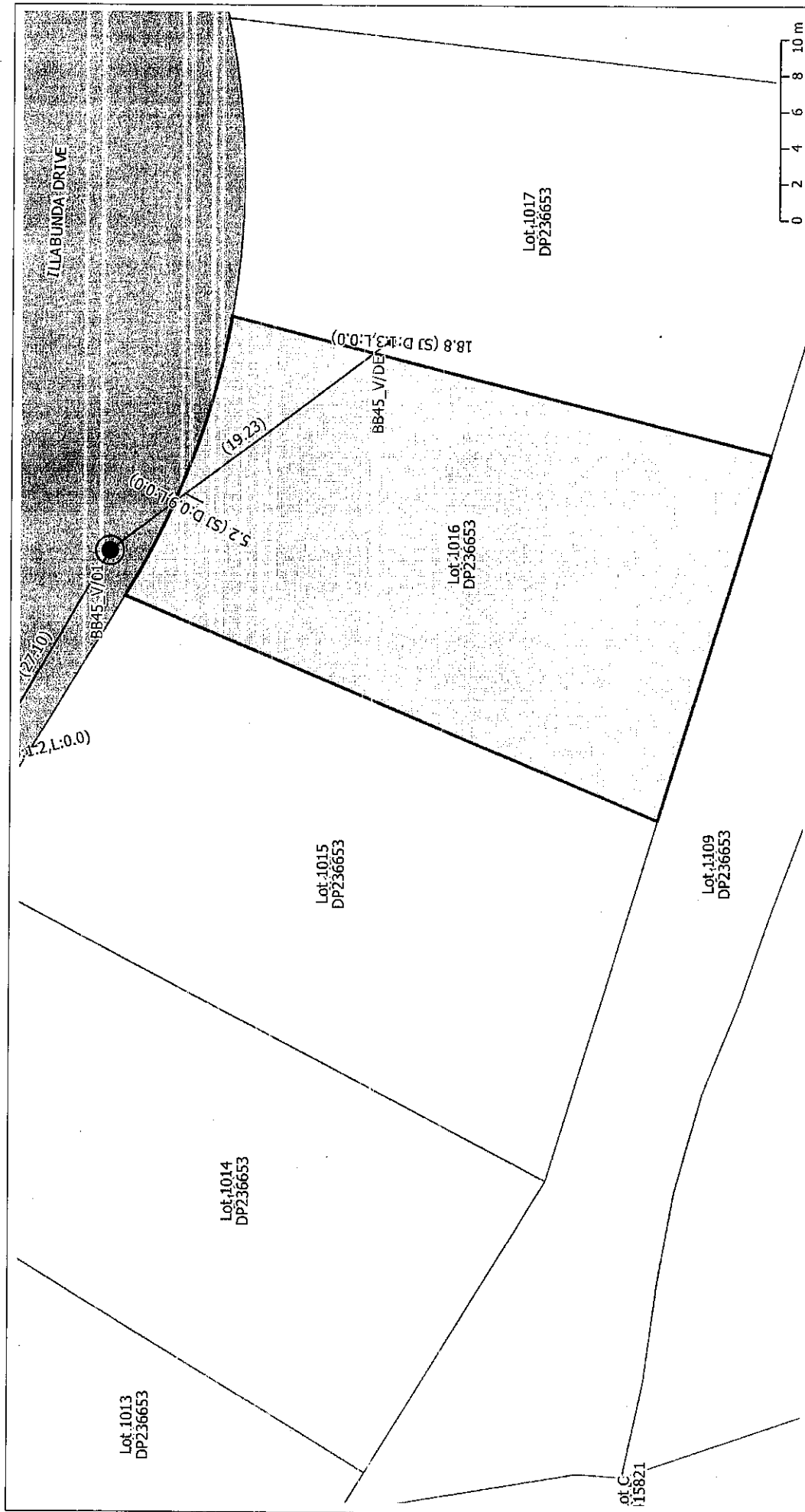
Yours sincerely



Infrastructure Support

Encl

***Disclaimer:** This information is released by Eurobodalla Shire Council on the condition that the recipient of this document, or the reader of it, acknowledges that should they rely on any aspect of this document, they do so at their own risk and release Eurobodalla Shire Council of all liability and responsibility for any errors, omissions or inaccuracies contained within or arising from this information.*

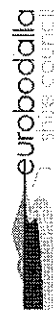


Printed By Maxine Plant
On 12/09/2018

Scale 1:300 at A4

Sewer Mains Diagram Lot 1016 DP236653 54 Illabunda Drive Malua Bay

This information is released by Eurobodalla Shire Council on the condition that the recipient of this document, or the reader of it, acknowledges that should they rely on any aspect of this document, they do so at their own risk and release Eurobodalla Shire Council of all liability and responsibility for any errors, omissions or inaccuracies contained within or arising from this information. This diagram has been compiled on the best available information, but can only be taken as a guide. Exact location should be physically determined on site.



RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
(a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
(b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

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

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) Is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

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