

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		
co-agent		
vendor	Matthew Charles Camilleri and Helen Marie Camilleri 8 Carinda Place, FORSTER NSW 2428	
vendor's solicitor	John Katen Sundek Plaza Corner West & Wallis Streets, FORSTER NSW 2428	Phone: 02 6555 7334 Fax: 02 6555 8590 Ref: JK:6122 E: mail.jkaten@bigpond.com (clause 15)
date for completion	42nd day after the contract date	
land (address, plan details and title reference)	2/ 22 Margina Close, Tuncurry New South Wales 2428 Registered Plan: Lot 2 Plan SP98370 Folio Identifier 2/SP98370	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor 	GST AMOUNT (optional) The price includes GST of: \$	witness
purchaser <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares		witness

Choices

vendor agrees to accept a **deposit-bond** (clause 3)
proposed electronic transaction (clause 30)

☐ NO ☐ yes
☐ 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-O
- ☐ 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

- ☐ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 document relevant to off-the-plan sale

Other

- ☐ 58

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

Special conditions

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

BETWEEN

Matthew Charles Camilleri and Helen Marie Camilleri

(Vendor)

And

(Purchaser)

1. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

2. Death or incapacity

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

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

4. Late completion

In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

5. Agent

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

6. Deposit bond

If a deposit bond is used then clause 16.8 is amended to read "If the vendor requires more than 6 settlement cheques, the vendor must pay \$10 for each extra cheque."



LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/SP98370

SEARCH DATE	TIME	EDITION NO	DATE
27/9/2018	10:55 AM	1	26/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING
GROUP LIMITED.

LAND

LOT 2 IN STRATA PLAN 98370
AT TUNCURRY
LOCAL GOVERNMENT AREA MID-COAST

FIRST SCHEDULE

MATTHEW CHARLES CAMILLERI
HELEN MARIE CAMILLERI
AS JOINT TENANTS

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP98370
- 2 AM101803 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP98370

SEARCH DATE	TIME	EDITION NO	DATE
27/9/2018	10:28 AM	1	26/9/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 98370
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT TUNCURRY
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF TUNCURRY COUNTY OF GLOUCESTER
TITLE DIAGRAM SP98370

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 98370
ADDRESS FOR SERVICE OF DOCUMENTS:
22 MARGINA CLOSE, TUNCURRY, NSW 2428

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
SMOKE PENETRATION - OPTION A HAS BEEN ADOPTED
- 3 DP648580 EASEMENT FOR DRAINAGE & RETENTION OF WATER VARIABLE
WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1220832 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 5 DP1220832 POSITIVE COVENANT
- 6 DP1220832 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20)

STRATA PLAN 98370

LOT	ENT	LOT	ENT
1	- 10	2	- 10

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

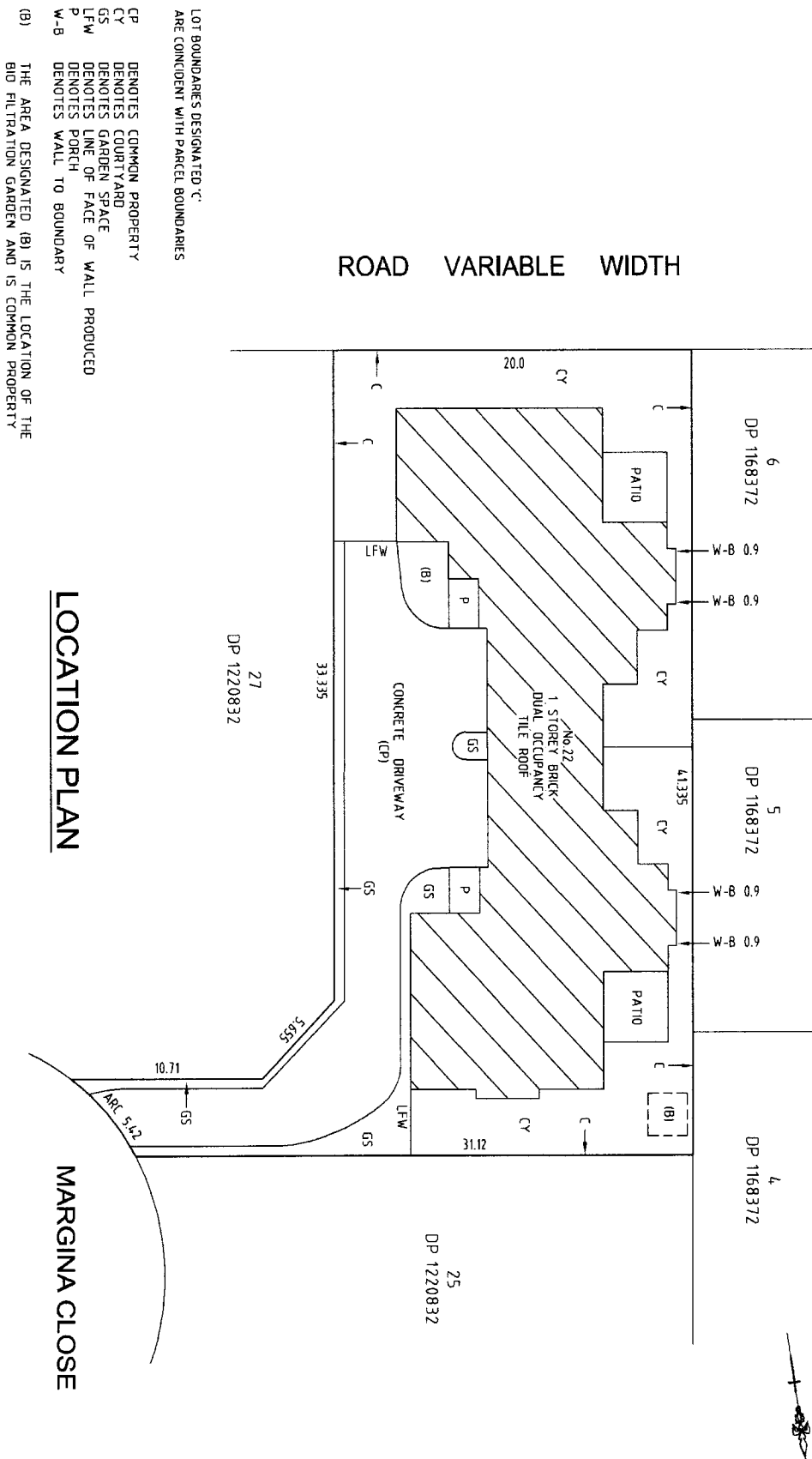
6121

PRINTED ON 27/9/2018

* 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.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 1 of 2 SHEETS



SURVEYOR
Name: THORSTEN HUEBNER
Date: 26 JUNE 2018
Reference: 1693-18A

PLAN OF SUBDIVISION OF LOT 26 IN DP 1220832

L.G.A.: MID-COAST
Locality: TUNCURRY
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED

26.09.2018

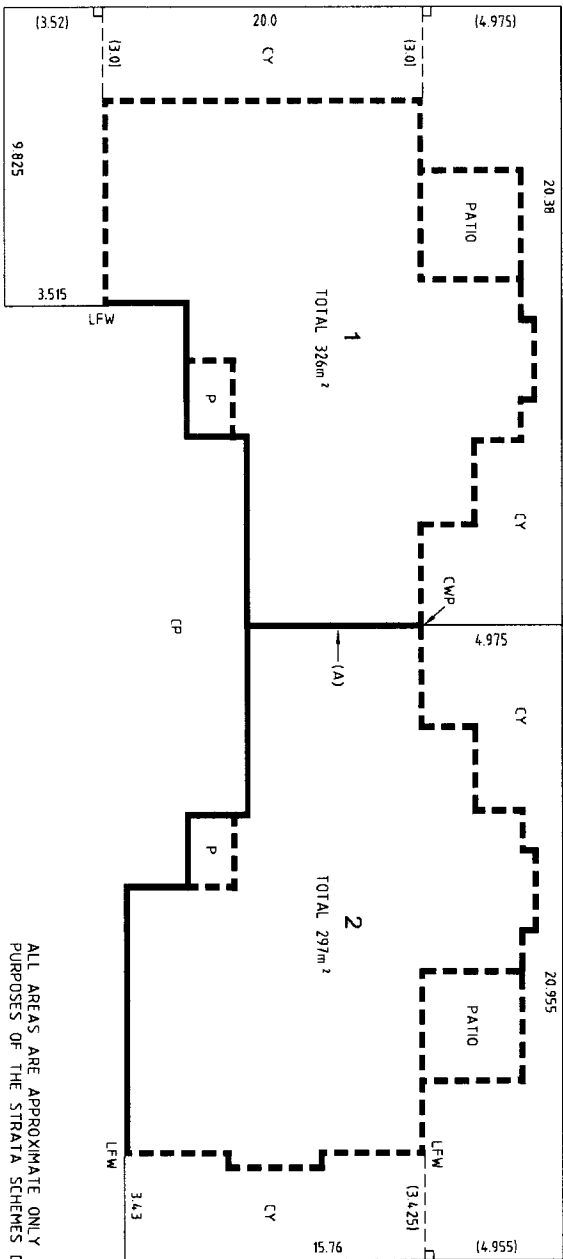
SP98370

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

eplan SHEET 2 of 2 SHEETS

FLOOR PLAN



- (A) DENOTES AT RIGHT ANGLE
CP DENOTES COMMON PROPERTY
CY DENOTES COURTYARD
CWP DENOTES CENTRE OF WALL PRODUCED
LFW DENOTES LINE OF FACE OF WALL
P DENOTES PORCH
- (A) THE COMMON WALL BETWEEN LOT 1 AND LOT 2 IS COMMON PROPERTY.
ANY FIXTURES INCLUDING CERAMIC TILES ATTACHED TO THE FACE OF
THE COMMON WALL FORMS PART OF THE RESPECTIVE LOT.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015.
LOTS 1 AND 2 ARE LIMITED IN STRATUM FROM 5 METRES
BELOW TO 10 METRES ABOVE THE UPPER SURFACE OF THEIR
RESPECTIVE UNITS GROUND FLOOR SLAB.
THE WHOLE OF THE STRUCTURE OF THE BUILDING WITHIN EACH
LOT INCLUDING THE ROOF SPACE AND OVERHANGING EAVES
WITHIN EACH LOT FORMS PART OF THAT LOT AND IS NOT
COMMON PROPERTY, EXCLUDING ANY COMMON SERVICE LINE.
THE WATER TANKS LOCATED WITHIN THE COURTYARD SPACE OF
EACH LOT FORM PART OF THE RESPECTIVE LOT AND ARE NOT
COMMON PROPERTY.
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS
COMMON PROPERTY.

SURVEYOR
Name: THORSTEN HUEBNER
Date: 26 JUNE 2018
Reference: 1693-18A


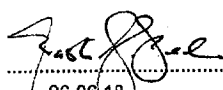
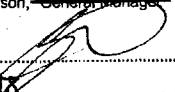
PLAN OF SUBDIVISION OF LOT 26 IN DP 1220832


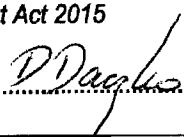
L.G.A.: MID-COAST
Locality: TUNCURRY
Reduction Ratio: 1:150
Lengths are in metres



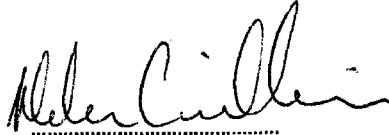
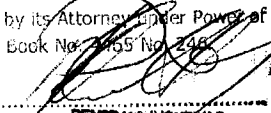
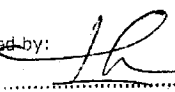
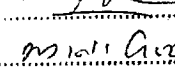
REGISTERED
26.09.2018

SP98370

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

SP FORM 3.02		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Office Use Only		Office Use Only			
Registered:  26.09.2018		SP98370			
PLAN OF SUBDIVISION OF LOT 26 IN DP 1220832		LGA: MID-COAST Locality: TUNCURRY Parish: TUNCURRY County: GLOUCESTER			
This is a *FREEHOLD/LEASEHOLD Strata Scheme					
Address for Service of Documents 22 MARGINA CLOSE TUNCURRY, NSW, 2428 Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/B Smoke penetration: Option *A/B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) * The strata by-laws lodged with the plan			
Surveyor's Certificate I, <u>THORSTEN HUEBNER</u> <u>ZENITH SURVEYING SERVICES</u> of <u>2 MIRAGE DRIVE, TUNCURRY NSW 2428</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: * (a) a public place * (b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: <u>26.06.18</u> Surveyor ID: <u>1793</u> Surveyor's Reference: <u>1693-18A</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Local Council) # <u>Mid-Coast Council</u> certifies that in regards to the strata plan with this certificate, it has made the required inspections and is satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 54 <i>Strata Schemes Development Act 2015</i> . * (a) This plan is part of a development scheme. * (b) The building encroaches on a public place, it complies with section 62(2) <i>Strata Schemes Development Act 2015</i> and the council does not object to the encroachment. * (c) This certificate is given on the condition that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>SR-6/2019</u> Relevant Planning Approval No.: <u>DA-216/2018</u> Issued by: <u>Mid-Coast Council</u> Signed by: <u>Gary Mead</u> being the *Authorised Person, *General Manager Signature:  Date: <u>5/9/18</u> # Insert the name of the local council ^ Insert lot numbers of proposed utility lots			
* Strike through if inapplicable					

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)								
<small>Office Use Only</small>		<small>Office Use Only</small>								
Registered:  26.09.2018		SP98370								
VALUER'S CERTIFICATE										
<p>I, <u>Damian Daczko AAPI CPV Member No: 88741</u> being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i>, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 <i>Strata Schemes Development Act 2015</i></p> <p>Signature: <u></u> Date <u>20 July 2018</u></p>										
SCHEDULE OF UNIT ENTITLEMENT										
<table border="1" style="margin:auto"><thead><tr><th>LOT NO.</th><th>UNIT ENTITLEMENT</th></tr></thead><tbody><tr><td style="text-align:center">1</td><td style="text-align:center">10</td></tr><tr><td style="text-align:center">2</td><td style="text-align:center">10</td></tr><tr><td style="text-align:center">AGGREGATE</td><td style="text-align:center">20</td></tr></tbody></table>			LOT NO.	UNIT ENTITLEMENT	1	10	2	10	AGGREGATE	20
LOT NO.	UNIT ENTITLEMENT									
1	10									
2	10									
AGGREGATE	20									
Surveyor's Reference: 1693-18A										

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)																								
Office Use Only		Office Use Only																								
Registered:  26.09.2018		SP98370																								
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets A schedule of street addresses Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see section 22 Strata Schemes Development Act 2015 																										
STREET ADDRESS SCHEDULE																										
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Lot Number</th> <th>Sub-Address Number</th> <th>Address Number</th> <th>Road Name</th> <th>Road Type</th> <th>Locality Name</th> </tr> </thead> <tbody> <tr> <td>CP</td> <td></td> <td>22</td> <td>MARGINA</td> <td>CLOSE</td> <td>TUNCURRY</td> </tr> <tr> <td>1</td> <td>1</td> <td>22</td> <td>MARGINA</td> <td>CLOSE</td> <td>TUNCURRY</td> </tr> <tr> <td>2</td> <td>2</td> <td>22</td> <td>MARGINA</td> <td>CLOSE</td> <td>TUNCURRY</td> </tr> </tbody> </table>			Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name	CP		22	MARGINA	CLOSE	TUNCURRY	1	1	22	MARGINA	CLOSE	TUNCURRY	2	2	22	MARGINA	CLOSE	TUNCURRY
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<div style="display: flex; justify-content: space-around; align-items: flex-end;"> <div style="text-align: center;">  MATTHEW CHARLES CAMILLERI </div> <div style="text-align: center;">  HELEN MARIE CAMILLERI </div> </div> <div style="text-align: center; margin-top: 50px;"> <p>AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN 11 005 357 522 by its Attorney under Power of Attorney Book No. 2465 No. 246</p> <p>Sign </p> <p>Name <u>PETER KOUKOURAS</u></p> <p>Acting/Manager Securities</p> <p>Witnessed by: </p> <p>Sign </p> <p>Name <u>Maria Giorla</u></p> <p>4/833 Collins Street, Dockland, 3008</p> </div>																										
Surveyor's Reference: 1693-18A																										

Strata Schemes Management Regulation 2016

Current version for 18 December 2017 to date (accessed 27 September 2018 at 11:52)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note. These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

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

2 Changes to common property

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

3 Damage to lawns and plants on common property

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

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

4 Obstruction of common property

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

5 Keeping of animals

Note. Select option A or B. If no option is selected, option A will apply.

Option A

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

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

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

8 Children playing on common property

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

9 Smoke penetration

Note. Select option A or B. If no option is selected, option A will apply.

Option A

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

Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.

- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

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

12 Appearance of lot

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

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

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

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

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

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

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

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
 - bin* includes any receptacle for waste.
 - waste* includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

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

18 Compliance with planning and other requirements

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

PLAN FORM 2
SIGNATURE AND SEALS ONLY

Plan Drawing only to appear in this space

OFFICE USE ONLY

[Handwritten signature]

DP 648580

Registered: 19.1.1994

C.A.

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: PARISH #

Last Plan:

PLAN OF EASEMENTS TO DRAIN WATER VARIABLE WIDTH OVER LOTS 59, 101, 123, 124 AND 125 DP 753207

Lengths are in metres. Reduction Ratio 1:5000

Location: GREAT LAKES

Parish: TUNCURRY

County: GLOUCESTER No 52

Three-sheeted plan (where applicable)

BRIAN ALBERT LIDBURY
DECOMMISSIONED SURVEYOR (HONORARY)
of 3 WINDY ST. FORSTER, N.S.W. 2230
a Surveyor registered under the Surveyors Act, 1988, as amended, hereby certify that the survey represented in this plan was COMPLETED
in accordance with the provisions of the Surveyors Act, 1988, as amended, and was completed on
11-7-91
Signature: *[Handwritten signature]*
Surveyor registered under the Surveyors Act, 1988, as amended
Address: 3 WINDY ST. FORSTER, N.S.W. 2230

Plans used in preparation of survey/compilation:
DP 300058, DP 45877, DP 632372,
DP 304132, DP 533602, DP 615329,
DP 610110, DP 638435, DP 624713 (1997),
G 5326 (1997), DP 106501

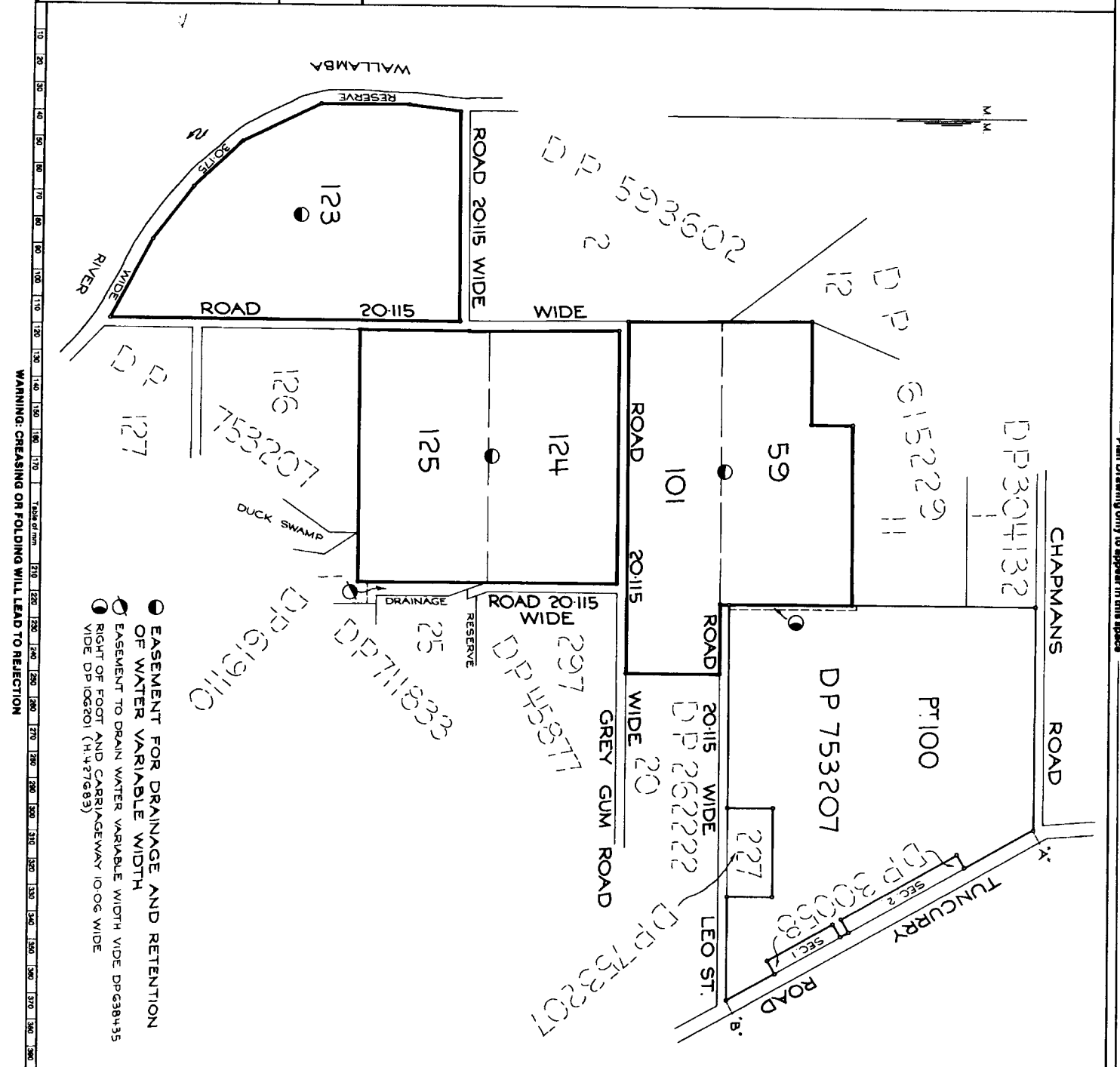
PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to use:
I, the Surveyor, in accordance with Section 80B of the Surveyors Act, 1988, as amended, INTEND TO CREATE:
EASEMENT FOR DRAINAGE VARIABLE WIDTH
Approved.
[Handwritten signature]
Council Clerk

Crown Lands Office Approval
PLAN APPROVED: _____
Authorised Officer: _____
Land District: _____
Paper No.: _____
Sheet Book: _____
Page: _____

Council Clerk's Certificate
I hereby certify that:
(a) the requirements of the Local Government Act, 1919 (other than the provisions for the registration of plans), and
(b) the requirements of the Surveyors Act, 1988, as amended, have been complied with by the applicant in relation to the proposed "interior new road", "subdivision" or "conservation lot" set out herein.
Subdivision No.: _____
Date: _____
(Signature): _____
Council Clerk

Council File No.: _____

*This part of certificate to be deleted where the application is only for a conservation lot or the opening of a new road or reserve, and to be completed where the application is for a subdivision or a new road, street, sewerage and drainage board and the former District Surveyor is deceased or incapable.



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

WANNING: CREASING OR FOLDING WILL LEAD TO REJECTION

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1912

(Sheet 1 of 2 Sheets)
Subdivision covered by Council Clerk's
Certificate No. of

Full name and address of
proprietor of the land
DP 648580

ROBERT LEO WILSON
& CLAUD STANLEY WILSON
of Pampoolah Road,
TAREE N.S.W. 2430

Full name and address of
the mortgagee of the land

WESTPAC BANKING CORPORATION
148 VICTORIA STREET TAREE

1. Identity of easement or
restriction firstly
referred to in above-
mentioned plan:-

Easement for drainage and
retention of water variable
width

Schedule of lots, etc., affected

Lots burdened

Lot, name or road or authority benefited

The whole of portions
59, 101, 123, 124 and 125 Lot 100 in DP 753207, Tuncurry Road
CHARGED IN FAVOR OF THE
VOLUME 848 FOLIO 154 (742 59) Great Lakes Shire Council being the same
VOLUME 1183 FOLIO 52 (742 101) IN CERTIFICATE OF TITLE VOLUME 833 FOLIO 1123
VOLUME 555 FOLIO 199 (742 123) PART 2
VOLUME 773 FOLIO 322 (742 124 & 125)

1. Terms of easement for drainage and retention of water
variable width firstly referred to in above-mentioned plan.

Full and free right for the Great Lakes Shire Council and
also every person who is at any time entitled to an estate
for interest in possession of the land herein indicated as
the dominant tenement or any part thereof with which the
right shall be capable of enjoyment and every person
authorised by it or him, from time to time and at all times
to drain water (whether rain, storm, spring, soakage or
seepage water) in any quantities across and through the land
herein as indicated as the servient tenement, together with
the right to use, for the purpose of the easement, any line
of pipes already laid within the servient tenement for the
purpose thereof and where no such line of pipes in
replacement or in substitution therefore and where no such
line of pipes exists, to lay, place and maintain a line of
pipes of sufficient internal diameter beneath or upon the
surface of the servient tenement AND to retain water
(whether rain, storm, spring, soakage or seepage water) in

This is Sheet 1 of a 2 Sheet Instrument

Robert Leo Wilson

Claud Stanley Wilson

John Greville Sneyd

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1912

(Sheet 2 of 2 Sheets)
Subdivision covered by Council Clerk's
Certificate No. of

DP 648580

any quantities in water retention basins, tanks or other
receptacles in any quantities on the land herein indicated
as the servient tenement and where no such water retention
basins exist to make, lay, place and maintain such water
retention basins as may be necessary for the purposes of the
easement and together with the right for the grantee and
every person authorised by him with any tools, implements or
machinery necessary for the purpose to enter upon the
servient tenement and to remain there for any reasonable
time for the purpose of laying, inspecting, cleansing,
repairing, maintaining or renewing such pipeline or water
retention basins or any part thereof and the right to mow,
slash, clear and remove any obstruction from the servient
tenement or channel water within the servient tenement for
the purpose of draining water across that land and for any
of the aforesaid purposes to open the soil of the servient
tenement to such extent as may be necessary provided that
the grantee and the persons authorised by him will take all
reasonable precautions to ensure as little disturbance as
possible to the surface of the servient tenement and will
restore that surface as nearly as practicable to its
original condition.

Name of person empowered to release, vary or modify restriction
of the easement referred to in above-mentioned plan.

GREAT LAKES SHIRE COUNCIL

SIGNED IN MY PRESENCE by
CLAUD STANLEY WILSON who is
personally known to me:-

Claud Stanley Wilson

Robert Leo Wilson

SIGNED IN MY PRESENCE by
ROBERT LEO WILSON who is
personally known to me:-

Robert Leo Wilson

S. COX

As Mortgagee under Mortgage No. S16177 Westpac
Banking Corporation hereby consents to the
within 88B INSTRUMENT.

This is Sheet 2 of a 2 Sheet Instrument....

Approved.

John Greville Sneyd

REGISTERED 19.1.1994

John Greville SNEYD TAREE
MANAGER TAREE BRANCH N.S.W.





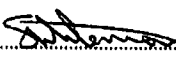
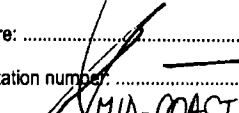


Solving and Special Information (Regulation 12 CLAUSE 14(2) & CLAUSE 35 (10))									
MARK	M.G.A. CO-ORDINATES		CLASS		ORDER	AID	CLASS	ORDER	ORIGIN
	EASTING	NORTHING	CLAS	ORDER					
PH15/74	452708.500	64.11.11	C	3					5 CLAS
SS5006/19	452698.648	64.15.89	C	3	5	707	LC	1.3	5 CLAS
SS5006/17	452692.017	64.15.82	C	3	5	707	LC	1.3	5 CLAS
SS5006/18	452692.30	64.15.95.38	D	U		5.855	LC		EDN TWS FOUND
SS5013/19/1	452694.91	64.15.82.61	D	U		5.708	LC		EDN TWS FOUND

LINE	CHORD		ARC	RADIUS
	BLISSING	DISTANCE		
1	198.00-50"	10.895	8.175	12.5
2	10.0-4"	0.775	8.775	12.5
3	14.0-0.7-5"	12.68	13.3	12.5
4	10.5-4.5-0.5"	17.7	17	12.5
5	130.30-3.0"	12.505	12.505	12.5
6	29.0-10"	13.855	16.755	8
7	28.5-5.5-4.5"	2.055	2.06	12.5
8	31.2-2.5-5"	10.445	10.445	12.5
9	300.11-10"	11.83	12.37	12.5
10	24.9-3-5"	13.175	13.175	12.5
11	108.4-2-4.5"	12.55	13.135	12.5
12	4.2-11.4-5.5"	5.88	5.42	12.5
13	16.2-5.5-5.5"	7.635	7.77	12.5
14	25.0-2.5-5"	21.935	13.135	12.5
15	35.0-20-0.5"	16.005	16.005	12.5
16	307.10"	16.005	16.76	16

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<div style="text-align: right; font-size: small;">Office Use Only</div> <p>Registered:  25.10.2016</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<div style="text-align: left; font-size: small;">Office Use Only</div> <div style="text-align: center;">  DP1220832 S </div>	
<p>PLAN OF SUBDIVISION OF LOT 52 DP837402</p>	<p>LGA: MID-COAST</p> <p>Locality: TUNCURRY</p> <p>Parish: TUNCURRY</p> <p>County: GLOUCESTER</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <u>Steven Peter Whiteman</u> of <u>3 Wharf Street Forster, Po Box 510</u> a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on: 19th April 2016</p> <p>*(b) The part of the land shown in the plan ("being" excluding) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature:  Dated: <u>16/5/16</u></p> <p>Surveyor ID: <u>2309</u></p> <p>Datum Line: <u>'X'-'Y'</u></p> <p>Type: 'Urban'-'Rural'</p> <p>The terrain is 'Level-Undulating' / 'Steep-Mountainous'</p> <p><small>*Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>JOHN DOUGHERTY</u> "Authorised Person" General Manager Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number: <u> </u></p> <p>Consent Authority: <u>MID-COAST COUNCIL</u></p> <p>Date of Endorsement: <u>23.8.16</u></p> <p>Subdivision Certificate number: <u>31/2016</u></p> <p>File number: <u>DA 187/2014 + DA 483/2004</u></p> <p><small>*Strike through inapplicable parts</small></p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF MARGINA CLOSE, THE PATHWAY 4 WIDE AND THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD</p> <p>IT IS INTENDED TO CREATE LOT 29 AS PUBLIC RESERVE</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in preparation of survey/compilation.</p> <p>DP30058, DP837402, DP1168372</p> <p style="text-align: right; font-size: small;">If space is insufficient continue on PLAN FORM 6A</p>	
<p>Surveyor's Reference: 3267/52/S1</p> <p style="text-align: right; font-size: x-small;">(CAD F:3267\3267S52\3267S52 DP Stage1.DWG - V2 - 17/08/16)</p>		

PLAN FORM 6A (2012)



WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)																																																																						
<div style="text-align: right; font-size: small;">Office Use Only</div> <div style="display: flex; justify-content: space-between;"> <div>Registered: 25.10.2016</div> <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1220832</div> <div style="text-align: right; font-size: small;">Office Use Only</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> This sheet is for the provision of the following information as required: • A schedule of lots and addresses - Sec 60(c) SSI Regulation 2012 • Statements of Intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919. • Signatures and seals - see 195D Conveyancing Act 1919. • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div>	<div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> PLAN OF SUBDIVISION OF LOT 52 DP837402 </div> <div style="margin-top: 10px;"> Subdivision Certificate Number: <u>31/2016</u> Date of Endorsement: <u>23.8.16</u> </div>																																																																							
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>PURSUANT TO Sec.88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (A) 2. EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (B) 3. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (C) 4. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (D) 5. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (E) 6. RESTRICTION(S) ON THE USE OF LAND 7. POSITIVE COVENANT 8. RESTRICTION(S) ON THE USE OF LAND 9. RESTRICTION(S) ON THE USE OF LAND </div> <div style="width: 35%; text-align: center;"> <p><i>MID-COAST COUNCIL</i> <i>accepts 3, 4, 6 and 7</i></p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>JOHN T. DOUGHERTY AUTHORISED PERSON</p> <p>GREAT LAKES COUNCIL</p> <p><i>MID-COAST</i></p> <p><i>PURSUANT TO S.374 OF THE</i> <i>LOCAL GOVERNMENT ACT 1993</i></p> </div> </div> </div>																																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Lot</th> <th>Street Number</th> <th>Street Name</th> <th>Street Type</th> <th>Locality</th> </tr> </thead> <tbody> <tr><td>17</td><td>12-14</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>18</td><td>N/A</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>19</td><td>8</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>20</td><td>1</td><td>COLLEENA</td><td>PLACE</td><td>TUNCURRY</td></tr> <tr><td>21</td><td>3</td><td>COLLEENA</td><td>PLACE</td><td>TUNCURRY</td></tr> <tr><td>22</td><td>5</td><td>COLLEENA</td><td>PLACE</td><td>TUNCURRY</td></tr> <tr><td>23</td><td>7</td><td>COLLEENA</td><td>PLACE</td><td>TUNCURRY</td></tr> <tr><td>24</td><td>18</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>25</td><td>20</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>26</td><td>22</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>27</td><td>24</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>28</td><td>N/A</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>29</td><td>N/A</td><td>N/A</td><td>N/A</td><td>TUNCURRY</td></tr> </tbody> </table>			Lot	Street Number	Street Name	Street Type	Locality	17	12-14	MARGINA	CLOSE	TUNCURRY	18	N/A	MARGINA	CLOSE	TUNCURRY	19	8	MARGINA	CLOSE	TUNCURRY	20	1	COLLEENA	PLACE	TUNCURRY	21	3	COLLEENA	PLACE	TUNCURRY	22	5	COLLEENA	PLACE	TUNCURRY	23	7	COLLEENA	PLACE	TUNCURRY	24	18	MARGINA	CLOSE	TUNCURRY	25	20	MARGINA	CLOSE	TUNCURRY	26	22	MARGINA	CLOSE	TUNCURRY	27	24	MARGINA	CLOSE	TUNCURRY	28	N/A	MARGINA	CLOSE	TUNCURRY	29	N/A	N/A	N/A	TUNCURRY
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ADMINISTRATION SHEET AMENDED IN LPI AT SURVEYORS REQUEST 21.10.2016

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
<div>Office Use Only</div> <div>Registered:  25.10.2016</div>		<div>Office Use Only</div> <div>DP1220832</div>
PLAN OF SUBDIVISION OF LOT 52 DP837402		<div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none">• A schedule of lots and addresses - Sec 60(c) SSI Regulation 2012• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.• Signatures and seals - see 195D Conveyancing Act 1919.• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate Number: <u>31/2016</u> Date of Endorsement: <u>23.8.16</u>		
<div> CLAUD STANLEY WILSON.</div> <div>SIGNED IN MY PRESENCE BY CLAUD STANLEY WILSON WHO IS PERSONALLY KNOWN TO ME RAZOBURY B.A. LIDBURY 20/05/16</div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 3267/52/S1 (CAD F:3267\3267S52\3267S52 DP Stage1.DWG - V1 - 16/03/16)		

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



DP1220832 B

(Sheet 1 of 8 sheets)
Plan of Subdivision of Lot 52 in DP837402
covered by Council Clerk's Certificate
No. 31/2016 dated 23 - 8 , 2016

Full name and address of
the owner of the land

CLAUD STANLEY WILSON
of 'Silverburn'
1798 Burraga Road
JUDDS CREEK NSW 2795

Full name and address of
the Mortgagee of the land

Westpac Banking Corporation
35 Horton St, Port Macquarie NSW 2444

PART 1 - CREATION

Number of item shown in the intention panel of the plan	Identity of easement profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefitted lots, roads, bodies or prescribed authorities
1	Easement for Drainage of Sewage 3 wide (A)	Lots 21, 22, 24, 27 & 28	Midcoast County Council
2	Easement for Drainage of Sewage variable width (B)	Lots 18 & 19	Midcoast County Council
3	Easement for Drainage of Water 3 wide (C)	Lot 24	Lot 25
4	Easement for Drainage of Water 1 wide (D)	Lot 23	Lots 24 and 25
5	Easement for Multi-Purpose electrical installation 4.2 wide (E)	Lot 28	Essential Energy
6	Restriction on the use of land	Lots 26 and 27	Great Lakes Council Mid-Coast Council
7	Positive Covenant	Each lot excluding Lot 29	Great Lakes Council Mid-Coast Council
8	Restrictions on the use of land	Each lot excluding Lots 28 and 29	Each lot excluding Lots 28 and 29
9	Restriction on the use of land	Lots 17 and 20	Midcoast County Council

MID-COAST
APPROVED BY GREAT LAKES COUNCIL

Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
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DP1220832

(Sheet 2 of 8 sheets)
Plan of Subdivision of Lot 52 in DP837402
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PART 2 - TERMS

1. Terms of Easement firstly referred to in the plan

It is intended to create an easement for drainage of sewage as set out in registered Memorandum AF361750 Part B.

2. Terms of Easement secondly referred to in the plan

It is intended to create an easement for drainage of sewage as set out in registered Memorandum AF361750 Part B.

3. Terms of Easement fifthly referred to in the plan

It is intended to create an easement for multi-purpose electrical installation as set out in registered Memorandum AG189384 Part C.

4. Terms of Restriction on the Use of Land sixthly referred to in the plan

The lot burdened shall not be permitted to have vehicular access to Leo Street or Massie Crescent from the lot.

5. Terms of Positive Covenant seventhly referred to in the plan.

(a) Landscaped areas outside the building footprint within the lot burdened are to be maintained as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of Planning for Bushfire Protection 2006 and the NSW Fire Service document "Standards for Asset Protection Zones".

(b) All new fencing constructed on the lot burdened is to be constructed of non-combustible material.

6. Terms of Restrictions on the use of the Land eighthly referred to in the plan

(a) No dwelling whether a single dwelling or one or two or more attached or detached dwellings shall be erected or permitted to remain on any lot burdened unless it has a living area under the main roof excluding any attached garage, carport or patio of at least one hundred and thirty (130) square metres.

(b) No main building, garage or other out building may be erected on any lot, which:-

(i) is not constructed entirely of good quality and new materials; and

(ii) has been wholly or substantially assembled off the lot whether as a previously occupied building or otherwise

(c) That except where otherwise required by any public body or authority no sanitary convenience erected or permitted to remain on the land shall be detached or separated from any main building erected thereon.

(d) That no fence shall be erected or permitted to remain along the street frontage of any lot burdened or along the side boundary in front of the building alignment.

(e) During the ownership of any adjoining land by Claud Stanley Wilson or his successors or assignees other than purchasers on sale, no fence shall be erected on any lot to divide the same from such adjoining land without consent of Claud Stanley Wilson or his successors or

MID-COAST
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Authorised Officer

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DP1220832

(Sheet 3 of 8 sheets)
Plan of Subdivision of Lot 52 in DP837402
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assignees other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Claud Stanley Wilson or his successors or assignees other than purchasers on sale and in favour of any such person dealing with the owner of any lot from time to time such consent shall be deemed to have been given in respect of every such fence for the time being erected.

- (g) That the expression "the land" where herein used shall be deemed to refer separately and severally to each lot burdened.
- (h) No internal fence is to be erected unless it is 1.8m "Colourbond" steel sheet.

7. Terms of Restrictions on the use of the Land ninthly referred to in the plan

- (a) No habitable part of any dwelling shall be constructed below the floor level as set out below:-
 - (i) Lot 17 – reduced level 6.3 metres Australian height datum; and
 - (ii) Lot 20 – reduced level 5.7 metres Australian height datum.

Name of Person or Authority Empowered to Release, Vary or Modify Easement firstly, secondly and ninthly referred to in the Plan:

Midcoast County Council

Name of Person or Authority Empowered to Release, Vary or Modify Easement fifthly referred to in the Plan:

Essential Energy

Name of Person or Authority Empowered to Release, Vary or Modify Easement thirdly, fourthly, sixthly and seventhly referred to in the Plan:

Mid-Coast
Great Lakes Council

Name of Person or Authority Empowered to Release, Vary or Modify Easement eighthly referred to in the Plan:

Claud Stanley Wilson or his successors or estate until the expiry of ten (10) years from the date on which the abovementioned plan is registered as a deposited plan thereafter by the person or person in whom the legal estate is for the time being vested in the land in the said deposited plan (other than street or public areas) having a common boundary with the land burdened provided that any such release, variation or modification shall, if approved, be made and completed in all respects of the costs and expenses of the person requesting such release, variation or modification.

MID-COAST
APPROVED BY GREAT-LAKES COUNCIL

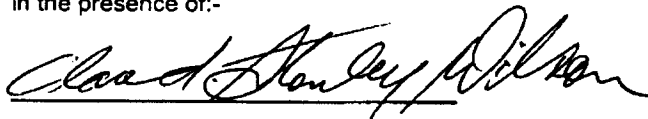

Authorised Officer

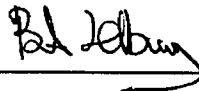
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DP1220832

(Sheet 4 of 8 sheets)
Plan of Subdivision of Lot 52 in DP837402
covered by Council Clerk's Certificate
No. 31/2016 dated 23-8, 2016

SIGNED by CLAUD STANLEY WILSON
in the presence of:-





BALIDBURY
BRIAN ALBERT LIOBURY
36 REST POINT PARADE
TUNSWORTH 2428


MID-COAST
APPROVED BY GREAT LAKES COUNCIL



Authorised Officer

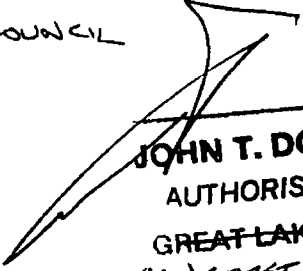
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DP1220832

(Sheet 5 of 8 sheets)
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No. 31/2016 dated 23-8, 2016


EXECUTED by
GREAT LAKES COUNCIL MID-COAST COUNCIL
by its authorised officer


in the presence of:
LEONIE PAULINE COOKE


JOHN T. DOUGHERTY
AUTHORISED PERSON
GREAT LAKES COUNCIL
MIDCOAST
PURSUANT TO S.378 OF THE
LOCAL GOVERNMENT ACT, 1993.

MID-COAST
APPROVED BY ~~GREAT LAKES COUNCIL~~


Authorised Officer

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DP1220832

(Sheet 6 of 8 sheets)
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**EXECUTED by
MIDCOAST COUNTY COUNCIL**
by its authorised officer



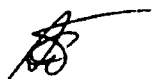
Easements and restrictions are
accepted by MidCoast County Council.

 Technical Officer

in the presence of:

 Petunia
 Kylie De Fina

MID-COAST
APPROVED BY GREAT LAKES COUNCIL




Authorised Officer

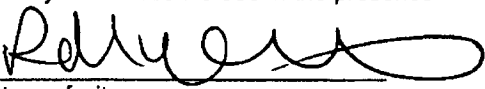
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DP1220832


(Sheet 7 of 8 sheets)
Plan of Subdivision of Lot 52 in DP837402
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EXECUTED by ESSENTIAL ENERGY

by its duly appointed attorney under power
of attorney book 4693 No 330 in the presence
of:-


Signature of witness **RAELENE MYERS**
JP202504
Name of witness **35 Grant Street**
Port Macquarie 2444

Address of witness


Signature of attorney
Dina Postersson
Name and title of attorney

Signature of attorney

Name and title of attorney

Acting Manager
Property, Fleet, Procurement & Logistics
Essential Energy

MID-COAST
APPROVED BY GREAT LAKES COUNCIL




Authorised Officer

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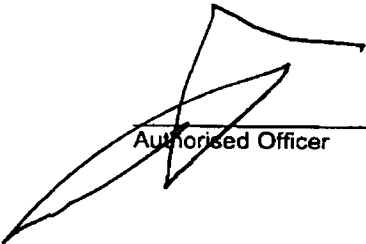
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EXECUTED by _____
WESTPAC BANKING CORPORATION
by its authorised officer

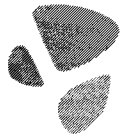
in the presence of: _____

REGISTERED  25.10.2016

MID-COAST
APPROVED BY GREAT LAKES COUNCIL



Authorised Officer



MIDCOAST
council

Forster office
4 Breese Parade | PO Box 450
Forster NSW 2428

PLANNING CERTIFICATE

Section 149
Environmental Planning & Assessment Act 1979

Cert No.	346 / 2018
-----------------	-------------------

Applicant

JOHN KATEN SOLICITOR
PO Box 551
FORSTER NSW 2428

Receipt No. : 1843828
Date of Issue : 22 August 2017
Ref : JK:6121

Property Key : 39506

Property Description

22 Margina Close, TUNCURRY NSW 2428
Lot 26 DP 1220832

Owner (as recorded by Council):

Mr M C Camilleri and Mrs H M Camilleri
8 Carinda Pl
FORSTER NSW 2428

A — Advice provided in accordance with Section 149(2)

1. Names of relevant planning instruments and DCPs

Great Lakes Local Environment Plan 2014

Great Lakes Development Control Plan

The land is subject to the following planning proposal(s)

Short-term Holiday Rental of Dwellings

The proposal seeks to introduce a new local clause to allow the use of dwellings for short term holiday accommodation. It is proposed to allow dwellings that have up to 4 bedrooms to be used for short term holiday rentals without development consent, and to require those with 5 or more bedrooms to be permitted with development consent.

The name of each State Environmental Planning Policy which may apply to the carrying out of development on the land

SEPP NO. 71	COASTAL PROTECTION
SEPP	SENIORS HOUSING etc.
SEPP	STATE ENVIRONMENTAL PLANNING POLICY (INTEGRATION AND REPEALS) 2016
SEPP NO. 4	DEVELOPMENT WITHOUT CONSENT AND MISCELLANEOUS EXEMPT AND COMPLYING DEVELOPMENT
SEPP NO. 6	NUMBER OF STOREYS IN A BUILDING
SEPP NO. 21	CARAVAN PARKS
SEPP NO. 22	SHOPS AND COMMERCIAL PREMISES
SEPP NO. 30	INTENSIVE AGRICULTURE
SEPP NO. 33	HAZARDOUS & OFFENSIVE DEVELOPMENT

SEPP NO. 36	MANUFACTURED HOME ESTATES
SEPP NO. 44	KOALA HABITAT PROTECTION
SEPP NO. 50	CANAL ESTATE DEVELOPMENT
SEPP NO. 55	REMEDIATION OF LAND
SEPP NO. 62	SUSTAINABLE AQUACULTURE
SEPP NO. 64	ADVERTISING AND SIGNAGE
SEPP NO. 65	DESIGN QUALITY OF RESIDENTIAL FLAT DEVELOPMENT
SEPP BASIX	(BUILDING SUSTAINABILITY INDEX: BASIX) 2004
SEPP-MD	(MAJOR DEVELOPMENT) 2005
SEPP-MPP&EI	(Mining, Petroleum Production and Extractive Industries) 2007
SEPP-S&RD	(STATE & REGIONAL DEVELOPMENT) 2011
SEPP	(Infrastructure) 2007
SEPP	(Rural Lands) 2008.
SEPP	(Temporary Structures) 2007.
SEPP	(Exempt and Complying Development Codes) 2008.
SEPP	(Affordable Rental Housing) 2009
DRAFT SEPP	(APPLICATION OF DEVELOPMENT STANDARDS) 2004
DRAFT SEPP 65	(Amendment) DESIGN QUALITY OF RESIDENTIAL FLAT DEVELOPMENT
DRAFT SEPP	(INFRASTRUCTURE) AMENDMENT (REVIEW) 2016
DRAFT SEPP	(EDUCATIONAL ESTABLISHMENTS AND CHILD CARE FACILITIES) 2017

2. Zoning and land use under relevant LEPs

Great Lakes Local Environment Plan 2014

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.

2 Permitted without consent

Home occupations.

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Building identification signs; Business identification signs; Camping grounds; Car parks; Caravan parks; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Helipads; Home-based child care; Home businesses; Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Medical centre; Moorings; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Secondary dwellings; Seniors housing; Sewerage systems; Shop top housing; Water recreation structures; Water supply systems; Wharf or boating facilities.

4 Prohibited

Any development not specified in item 2 or 3.

3. Complying development

Housing Code

Complying development under this code MAY be undertaken on land Zoned R2, R3, R4, or RU5 in Great Lakes LEP 2014

Rural Housing Code

Complying development under this code MAY be undertaken on land Zoned RU1, RU2, RU3, RU4, or R5 in Great Lakes LEP 2014

Demolition Code

Complying development under this code MAY be undertaken on the land

Commercial and Industrial (Alterations) Code

Complying development under this code MAY be undertaken on the land

Commercial and Industrial (New Buildings and Additions) Code

Complying development under this code MAY be undertaken on the land

General Development Code

Complying development under this code MAY be undertaken on the land

Housing Alterations Code

Complying development under this code MAY be undertaken on the land

Subdivisions Code

Complying development under this code MAY be undertaken on the land

4. Coastal protection

Section 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 a relevant government authority.

4A Certain information relating to beaches and coasts

The land is not affected

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

No annual charges apply to the land

5. Mine subsidence

The land is not proclaimed as a mine subsidence district

6. Road widening and road realignment

The land is not affected by plans for road widening or realignment

7. Council and other public authority policies on hazard risk restrictions

The land IS NOT affected by a policy adopted by Council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

The information provided in item 7 is based on the data and information presently available to the Council and on adopted policies and development controls in force as at the date of this certificate

7A. Flood related development controls information

No flood related development controls affect the land

The information provided in item 7A is based on the data and information presently available to the Council and on adopted policies and development controls in force as at the date of this certificate

8. Land reserved for acquisition

The land is not reserved for acquisition

9. Contributions plans that apply to the land

- S94-Forster District Contributions Plan 2015
- S94-Great Lakes Wide Contributions Plan 2015

9A. Biodiversity certified land

The land is not Biodiversity certified

10. Biobanking agreements

No biobanking agreements apply to the land

11. Bush fire prone land

Yes the land is Bush Fire Prone Land (Part only)

12. Property vegetation plans

No property vegetation plans apply to the subject land

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

Council has not received any such order

14. Directions under Part 3A

Not applicable. Part 3A of the EP&A act has been repealed

15. Site compatibility certificates and conditions for seniors housing

No Site Compatibility Certificate for Seniors Housing applies to the land

16. Site compatibility certificates for infrastructure

No Site Compatibility Certificate for Infrastructure applies to the land

17. Site compatibility certificates for affordable rental housing

No Site Compatibility Certificate for Affordable Rental Housing applies to the land

18. Paper subdivision information

No development plan applies to the land

19. Site verification certificates

No site verification certificate applies to the land

20. Loose-fill asbestos insulation

Council has not received advice from any Authority advising of the presence of loose-fill asbestos insulation within any residence that may exist on the property

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

No additional matters under the Contaminated Land Management Act 1997

For further information, please contact Karen Bee, Planning & Natural Systems division, MidCoast Council on (02) 6591 7222.



MidCoast Water Customer Service Centres:
26 Muldoon St, Taree
16 Breeze Pde, Forster

All Correspondence to:
PO Box 671
TAREE NSW 2430
Phone enquiries: 1300 133 455

Your Ref: JK:6121
Our Ref.: ENG2017/1410

John Katen Solicitor
Po Box 551
FORSTER NSW 2428

OWNER DETAILS

Matthew C Camilleri & Helen M Camilleri

PROPERTY DETAILS

Lot 26 DP 1220832

ADDRESS

22 Margina CI TUNCURRY NSW 2428

SEWERED AREAS

As requested the Plan of House Drainage for the above property is attached. These notes are intended to provide information relating to this property. Applicants are requested to ensure that intending purchasers are made fully aware of all aspects of both these notes and the attached Plan. Please note the following important points:-

1. MidCoast Water's policy "Building over or adjacent to Watermains, Sewers or Sewerage Rising Mains" basically prohibits any new buildings to be erected closer than 1.5 meters to a Council pipe. This policy also requires special footings to be used when a building is within the 'Zone of Influence' of a sewer.

Residents, builders, developers etc. should note that the existence of a sewer, watermain or sewerage rising main can, and will, prohibit the extent of a development that will be permitted on a block. In the case of sewers, this also applies to a sewer located close to the boundary even if it is within an adjacent block. These restrictions apply to all types of building including houses, garages, sheds, carports etc.

Please contact MidCoast Water if you need any clarification on the implication of this policy. Full details are available upon request.

2. This Plan indicates the approximate location of existing buildings and pipelines. The issue of the diagram does not imply that the existing plumbing has been inspected by MidCoast Water nor that it complies with any standard or code.
3. Where there are existing buildings on the site, the issue of this Plan does not imply that they have been erected in accordance with the requirements of a Structural Engineer in relation to any 'Zone of Influence' effects.
4. The information on this Plan has been supplied by other parties and MidCoast Water will not be held responsible for the accuracy of any details shown. We do, however, endeavour to ensure that drainage diagrams are as accurate as practical when issued.
5. The attached Plan indicates the approximate location of Council's sewers only in relation to the abovementioned land.
6. It is an offence under the Local Government Act to discharge any rain water or surface water into Council's sewers.
7. Development charges will be applied if any new development on this land has a capacity of more than 1 equivalent tenement (e.g. Development charges will apply for the erection of 2 or more villas, flats, etc. as opposed to one house).
8. In the case of non-domestic premises, both new and existing developments may require a Liquid Trade Waste approval. The issue of this Plan does not imply that any such Liquid Trade Waste approval currently exists. Further information should be obtained from MidCoast Water. It is an offence to discharge sewage, other than of a domestic nature, into a Council sewer without approval.

9. This Plan is issued in accordance with section 17, 18 and 19 of the Local Government (Water Services) Regulations 1999. These notes form part of the Plan and must remain attached it. Any Plan of House Drainage without these notes should not be considered as a true copy.

If you have any enquiries regarding this letter please telephone 1300 133 455

This letter was issued on: 28/08/2017

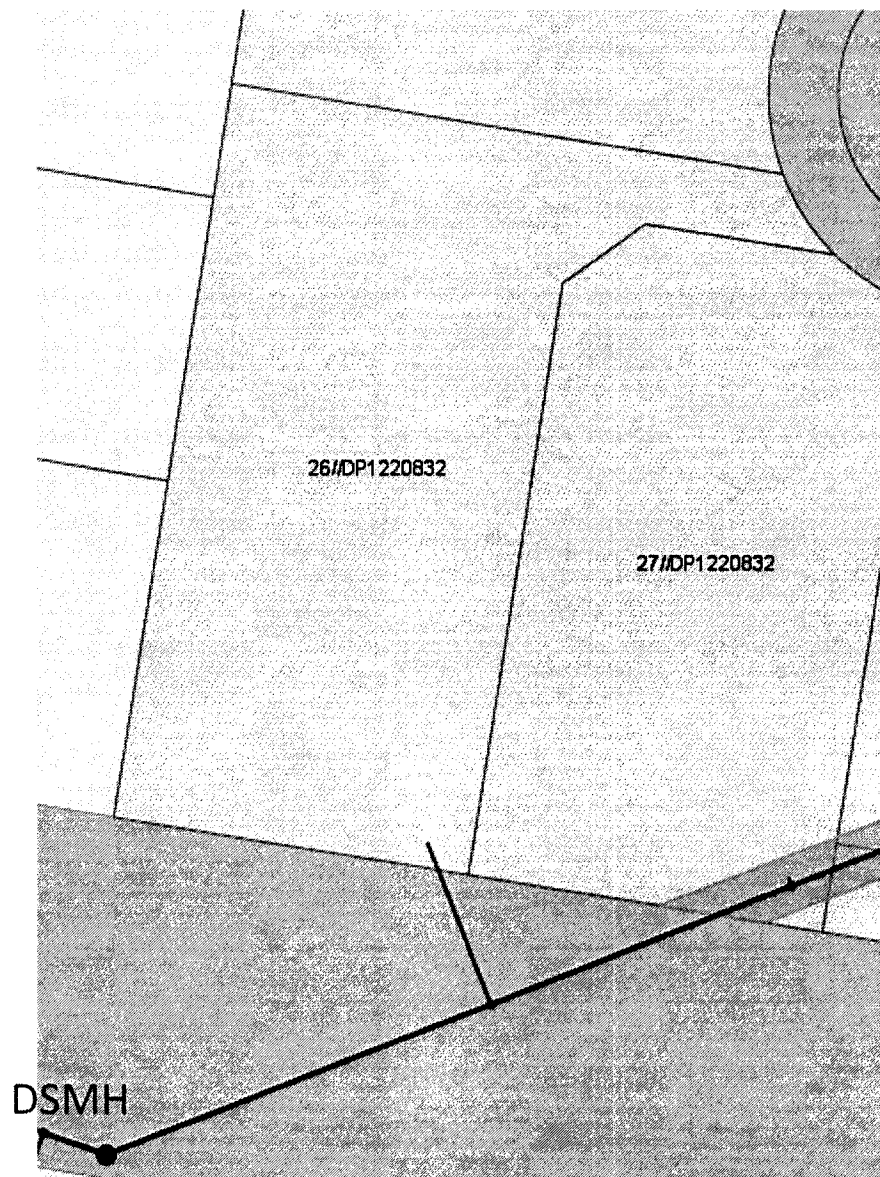
General Manager



SEWER DRAINAGE DIAGRAM 87944

Lot 26 Sec D.P. 1220832

Address..... MARGINA CL 22 Town..... TUNCURRY



This plan is a schematic representation of data produced by a Geographical Information System (GIS) exclusively for MidCoast Water, but may also be used by clients/customers to assist with the identification and provision of services subject to terms and conditions. No responsibility is accepted for the accuracy of the map or the data that it contains. Any person relying on this map must read and fully comprehend the terms, conditions and legal obligations, available at www.midcoastwater.com.au

LEGEND				JUNCTION LOCATION	
W.C..... 1	Soil Vent Pipe.... SVP	●Manhole		Sewer Junction..... 356035	
Bath..... 2	Waste Stack..... WS	○ Inspection opening		existing at..... 22.4metres	
Basin..... 3	Inspect. Shaft.... IS	— Assumed location of existing sewer		from D.S.M.H. 355944(d=..... 2.47m)	
Shower..... 4	Reflux Valve..... RV	☒ Surcharge Gully		Depth of Junction approx..... 1m	
K.Sink..... 5	Tap Over..... TO			Depth of Riser approx.....m	
Tubs..... 6	Grease Arrestor.. GA				
Gully..... 7	Urinal..... UR				
Vent..... 8	Low Level Vent... LLV				
Floor Waste.... 9					

Certificate in respect of insurance residential building works by contractors

Policy No: HBCF17068186

Policy Date: 13/12/2017

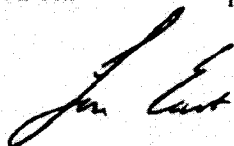
A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

In respect of	New Duplex, Dual Occupancy, Triplex &/or Terrace (Attached) Construction
Description of construction as advised by builder	Villas - slab on ground / brick veneer walls / timber frame & trusses / concrete tiled roof
At	Unit 2 22 Margina Close Tuncurry New South Wales 2428
Site plan number	NA
Site plan type	NA
Homeowner	MC & HM Camilleri
Carried out by	M C & H M CAMILLERI
Licence number	168621C
Builder job number	417
Contract amount	\$192,500.00
Contract date	Speculative Project - No Contract
Premium paid	\$2,229.61

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No: HBCF17068186

Issued on: 13/12/2017



Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

icare hbcf

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, call 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 <i>buyer's agent</i>);
<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 undorsed <i>cheque</i> made payable to the person to be paid and – 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 s470 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, 20 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 or 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, charged 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>mortgage 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.

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