

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		Tel:
		Ref:
co-agent		
vendor	KATHLEEN MARIE KONEMAN 37 Margina Close Tuncurry NSW	
vendor's solicitor	AES LEGAL PTY LTD t/as ALVARO EDWARDS SOLICITORS Suites 3 & 4, 208-210 Northumberland Street Liverpool NSW 2170 PO Box 108 Liverpool NSW 1871	Ref: FA.5363 Tel: 02 9601.7900
date for completion	Between 10.30am and 3.30pm on the 35th day after the contract date (clause 15)	
land(address, plan details and title reference)	205/30-34 Little Street, Forster being Lot 31 in Strata Plan 85244	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<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			Ref:	
			Tel:	
			Fax:	
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 ☐ JOINT TENANTS ☐ tenants in common ☐ 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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

• Place for completion

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

17 Possession

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

18 Possession before completion

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title• **Definitions and modifications**

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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

31/30-34 Little Street FORSTER NSW 2428

ADDITIONAL CLAUSES

(2018 Contract)

32 Amendments to the printed form of contract

- 32.1 Notwithstanding the heading in clause 1, terms that are defined in this contract are defined terms regardless of whether such terms are printed in italics.
- 32.2 Clause 1, definitions are amended as follows:
- 32.2.1 in the definition of “bank” delete “, a building society or a credit union”; and
- 32.2.2 in the definition of “deposit bond” delete the entire definition there appearing and replace with “a deposit bond or guarantee from an issuer, with an expiry date, and for an amount, all previously approved in writing by the vendor’s solicitor”.
- 32.3 Clause 2.4 is amended by deleting “to the vendor”.
- 32.4 Clause 3.1 is amended by deleting the entire clause and replacing it with: “This clause applies only if the vendor’s solicitor has in writing: confirmed that the vendor agrees to accept a deposit-bond in lieu of payment by the purchaser for the deposit (or part of the deposit) which agreement may be subject to terms; and before the making of this contract approved the deposit-bond proposed to be handed by the purchaser to the vendor.”
- 32.5 Clause 3.2 is amended by deleting “(or if no solicitor the *depositholder*)”.
- 32.6 Clause 3.3 is amended by deleting “14” and “7” and substituting “20 business” and “10 business” respectively.
- 32.7 Clause 3.5.2 is amended by inserting after the words “...in full” the words “in immediately cleared funds”.
- 32.8 Clause 3.10.2 is deleted.
- 32.9 Clause 3.11.2 is amended by deleting “serves prior to termination a notice disputing” and substituting “disputes”.
- 32.10 Clause 5.1 is amended by deleting the entire clause and replacing it with “If the purchaser makes a requisition, the purchaser may only do so by serving upon the vendor the form of 2011 edition of Residential Property Requisitions on Title endorsed as approved by the Law Society of New South Wales otherwise, the vendor shall not be required to reply to purchaser’s requisitions”.
- 32.11 Clause 5.2.2 is amended by deleting “”and” and substituting “or 14 days after”;
- 32.12 Clause 7.1 is amended by deleting “that are not” and substituting “including”.
- 32.13 Clause 7.1.1 is amended by deleting “5% of the price” and substituting “\$1.00”.
- 32.14 Clause 7.2 is amended by inserting at the beginning of the clause “Notwithstanding any claim made by the purchaser, a party can require completion of this Contract and”.
- 32.15 Clause 7.2.1 is amended by deleting “10%” and substituting “1%”.

- 32.16 Clauses 7.2.2 and 7.2.5 are deleted.
- 32.17 Clause 8.2 is amended by deleting “and those grounds”.
- 32.18 Clause 10.1 is amended by inserting after the word “terminate” the words “or delay completion”.
- 32.19 Clause 10.2 is amended by:
- 32.19.1 inserting after the word “terminate” the words “or delay completion”; and
 - 32.19.2 inserting after the word “inclusions” the words “, finishes or improvements”.
- 32.20 Clause 10.1.2 is amended by:
- 30.18.1 deleting “being” and substituting “including”; and
 - 30.18.2 inserting after the word “property” where it secondly appears in the second line, the words “or the common property”.
- 32.21 Clause 10.1.8 is amended by deleting “substance” and substituting “existence”.
- 32.22 Clause 10.1.9 is amended by deleting “substance” and substituting “existence”.
- 32.23 Clause 10.2 is amended by inserting after the word “terminate” the words “make a claim or requisition, or delay completion”.
- 32.24 Clause 10.3 is amended by inserting after the word “terminate” the words “delay completion, or”.
- 32.25 Clause 14.8 is amended by inserting after the word “started” the words “by any competent authority”.
- 32.26 Clause 16.5 is amended by deleting “, plus another 20% of that fee”.
- 32.27 Clause 16.6 is amended by inserting after the words “serves” the words “no later than 10 days before the date for completion”.
- 32.28 Clause 16.7 is amended by deleting “cash (up to \$2,000.00) or”.
- 32.29 Clause 16.8 is amended by deleting all the words in the standard printed form of that clause and replacing them with the words “If the Vendor requires more than 5 settlement cheques that are bank cheques, the Vendor must pay \$6 for each additional bank cheque.”
- 32.30 Clause 18.7 is amended by:
- 32.30.1 after the words “...do not” insert “otherwise”; and
 - 32.30.2 deleting the words “.”none is payable” and substituting “the daily fee or rent shall be the amount equivalent to 4% of the price divided by 365”.
- 32.31 Clause 20.6.5 is amended by inserting immediately after the word “solicitor,” the words, providing that solicitor has expressly provided to the serving party an email address or fax number to which proper service can be effected,”;
- 32.32 Clause 21.4 is amended by deleting “the month” and substituting “that month”.

- 32.33 Clause 26.6.1 is amended by inserting immediately after the word “date” the words “(unless it relates to work not started by that date)”.
- 32.34 Clause 23.8 is amended by inserting after the word “terminate” the words “delay completion”.
- 32.35 Clause 23.13 is amended by deleting the words “at least 7 days”.
- 32.36 Clause 23.14 is amended by deleting “7 days” and substituting “1 day”.
- 32.37 Clause 23.17.1 is amended by deleting “immediately”.
- 32.38 Clause 24.3.2 is deleted.
- 32.39 Clause 24.3.3 is deleted.
- 32.40 Clause 24.4.2 is deleted.
- 32.41 Clause 25.2 is amended by deleting “7” and substituting “14”.
- 32.42 Clause 27.3 is amended by deleting “7” and substituting “14”.
- 32.43 Clause 31.4 is amended by deleting “7” and substituting “1”.

33. Disability

- 33.1. A party can rescind if the other party dies or becomes mentally ill before completion.
- 33.2. A party can terminate if the other party -
- 33.2.1. being an individual, compounds with his creditors; or
 - 33.2.2. being a company resolves to go into liquidation or have a petition for its winding up presented or enters into any scheme of arrangement with its creditors or has a liquidator, receiver or official manager appointed.

34 Foreign Acquisitions and Takeovers Act 1975

- 34.1 If the purchaser breaches a promise in clause 22.1, in addition to any other rights the vendor has, the purchaser must indemnify and compensate the vendor for any loss incurred by the vendor arising out of the breach.
- 34.2 The vendor’s rights under clause 22 and this clause continue after completion.

35 Agency

- 35.1 The purchaser warrants that –
- 35.1.1 this sale is not made through any estate agent or estate agency company other than the vendors agent; and
 - 35.1.2 the purchaser was not, as a result of anything done by any estate agent or estate

agency entity, other than the vendor's agent,

35.1.2.1 brought into contact with the vendor and or

35.1.2.2 introduced to the property or to the vendor

35.1.2.3 brought into contact with the vendor and introduced to the property or to the vendor

35.2 If the purchaser is in breach of a warranty in clause 35.1, the purchaser must indemnify and compensate the vendor for any loss incurred by the vendor arising out of the breach.

35.3 The vendor warrants that there is no sole agency agreement in force at the date of this contract with any agent not named in this contract.

35.4 The vendor's rights under this clause continue after completion.

36 Improvements, inclusions, furnishings and chattels

36.1 The purchaser warrants that prior to signing this contract the purchaser inspected the improvements and inclusions.

36.2 The purchaser acknowledges that the improvements and inclusions are sold in their present condition and state of repair.

36.3 In respect of any defect in, state of repair in, and or condition of the improvements (or any part of the improvements) the purchaser cannot:

36.3.1 make a claim, or

36.3.2 make an objection, or

36.3.3 make a requisition, or

36.3.4 rescind, or

36.3.5 delay completion, or

36.3.6 terminate.

36.4 In respect of any defect in the state of repair of, and or condition of the inclusions, furnishings and or chattels (or any part of the inclusions, furnishings and or chattels) the purchaser cannot:

36.4.1 make a claim or

36.4.2 make an objection or

36.4.3 make a requisition or

36.4.4 rescind or

36.4.5 delay completion or

36.4.6 terminate.

36.5 The purchaser cannot require the vendor to contribute to fencing work, and/or any costs associated with any fencing work, concerning any land adjoining the property owned by the vendor.

36.6 Notwithstanding any other provision in this contract, the vendor shall not be required to clean the property or to remove any rubbish or debris from the property on or before completion.

37 Failure to complete on the date for completion and late transfer delivery

- 37.1 The parties acknowledge that:
- 37.1.1 14 days (inclusive of any days that are not business days) is reasonable and sufficient time for compliance with a notice to complete. Such notice may nominate a specified hour as the time for completion on the date specified in the notice. Time, with respect to this clause, is of the essence; and
 - 37.1.2 without affecting any other right, a party who has issued a notice to complete, can at any time before the expiration of that notice revoke that notice by giving written notice of that revocation to the other party.
- 37.2 If the parties do not complete on the date for completion for any reason, other than default by the vendor, the purchaser must pay the vendor interest on the price at the rates mentioned in *Part 36 Rule 7(1)* to the *Uniform Civil Procedure Rules 2005*, calculated on daily rests, from the date for completion to the date of actual completion (both inclusive).
- 37.3 In the event the vendor issues a Notice to Complete pursuant to clause 37.1, the purchaser must pay to the vendor \$390.00 (inclusive of any GST) to cover legal costs and other expenses incurred as a consequence of the issuing of such notice.
- 37.4 If after settlement arrangements have been agreed and booked, if the purchaser within 3 business days of a booked settlement causes settlement to be cancelled, or causes settlement to be rescheduled to another time or place on that day, or to another day, the purchaser must pay to the vendor, as a consequence of each such rescheduling or cancellation:
- 37.4.1 \$290.00 (inclusive of any GST) to partly cover legal costs and other expenses incurred; and
 - 37.4.2 the amount equivalent to any fees, costs and charges imposed by the vendor's settlement agent; and
 - 37.4.3 the amount equivalent to any fees, costs and charges imposed by any entity (or their representative or agent) releasing an encumbrance on the property (for example, by a mortgagee discharging a mortgage on the property's title).
- 37.5 If the purchaser fails to deliver the Transfer to the vendor's solicitor on or before date required under this contract, the purchaser agrees to pay to the vendor \$99.00 (inclusive of any GST) by way of adjustment on settlement towards the vendor's additional costs of:
- 37.5.1 arranging execution of the Transfer by the vendor on short notice; or
 - 37.5.2 the vendor preparing a transfer for execution by the vendor; or
 - 37.5.3 the vendor preparing any annexure to a transfer for execution by the vendor.
- 37.6 The parties agree that the amounts referred to in clauses 37.3, 37.4 and 37.5 are genuine pre-estimates of the additional minimum costs and other expenses costs incurred by the vendor as a consequence of the issuing of the Notice, or the cancellation or rescheduling of a settlement, or the late delivery of the Transfer, as the case may be.
- 37.7 The amounts payable by the purchaser to the vendor under this additional clause are essential and are to be paid, at the vendor's sole discretion, either by a settlement cheque at or before completion, or as an adjustment in favour of the vendor on completion.
- 37.8 The vendor's rights under this clause continue after completion or termination.
- 37.9 This clause does not affect any other rights of the vendor.

38 Registration of discharge etc not required

- 38.1 The purchaser will not require the vendor prior to completion to:
- 38.1.1 register a discharge of any mortgage affecting the property and
 - 38.1.2 withdraw any caveat affecting the property.
- 38.2 The purchaser will accept on completion, as the case may be, a duly executed
- 38.2.1 discharge of any mortgage and or
 - 38.2.2 withdrawal of any caveat.

39. Whole agreement

- 39.1. The provisions contained in this Contract comprise the whole of the agreement between the parties.
- 39.2. The parties agree that no provisions are implied in this agreement or arise between them by way of any other agreement and the existence of any other agreement is expressly negated.
- 39.3. Except for any provisions implied by legislation that cannot be excluded, no provisions are implied in this contract.
- 39.4. The purchaser warrants that, except for provisions expressly set out in this Contract, the purchaser has not relied upon any statement, or representation or warranty made and or that may have been made by or on behalf of the vendor or that may have been made or given to the purchaser or to anyone on the purchaser's behalf in respect of the property, the improvements on the property and any inclusions.

40. Severability

- 40.1. Each clause, sub-clause, additional clause and additional sub-clause of this Contract is severable from each other clause, sub-clause, additional clause and additional sub-clause.
- 40.2. The invalidity or unenforceability of any clause, sub-clause, additional clause or additional sub-clause will not prejudice or affect the validity or enforceability of any other clause, sub-clause, additional clause or additional sub-clause.

41. Release of deposit

- 41.1. Notwithstanding any other provision of this Contract, the purchaser authorises the vendor to apply the whole or any part of the deposit paid under this Contract by way of deposit on another property, and or towards stamp duty payable by the vendor on the vendor's purchase of another property, on the following conditions: -
- 41.1.1. the deposit released to the vendor is not to be further released;
 - 41.1.2. that part of the deposit released to the vendor as a deposit on a purchase of another property by the vendor, it is to be held in the trust account of a solicitor or real estate agent;
 - 41.1.3. if any circumstances arise entitling the purchaser to rescind this Contract, the

- vendor will immediately repay any monies released.
- 41.1.4. the vendor shall not be required to obtain any further authority from the purchaser in respect of any release of the deposit other than this additional clause.

42. Attachments & amendments to this contract

- 42.1. The vendor does not promise, represent or state that any attached document is accurate or current.
- 42.2. The parties authorise their respective solicitors or any employee of those solicitors to alter this contract, so that it incorporates agreed and authorised amendments or attachments, up until:
- 42.2.1. the Contract date, if this Contract was made without the purchaser having cooling off rights pursuant to section 66S of the *Conveyancing Act 1919*; or
- 42.2.2. the time when the cooling off period ends, if this Contract was made with the purchaser having cooling off rights pursuant to section 66S of the *Conveyancing Act 1919*.
- 42.3. Any such alterations to this contract referred to in the preceding clause are binding upon the parties.

43. Suitability of property

- 43.1. The purchaser agrees and acknowledges:
- 43.1.1. the vendor gives no warranty and makes no representation; and
- 43.1.2. the purchaser cannot make a claim, objection or requisition or rescind or delay completion or terminate;
- in respect of the suitability or lack of suitability of the property for any particular purpose.

44. Headings

- 44.1. Paragraph headings are inserted for ease of reference only and they do not have any legal effect or in any way affect the extent or interpretation of this Contract.

45. Swimming pool

- 45.1. This additional clause applies if there is a swimming pool, bathing pool, wading pool, spa bath, spa or Jacuzzi on the property to which the *Swimming Pools Act 1992* applies (*Swimming Pool*).
- 45.2. The vendor does not warrant that the Swimming Pool on the property complies with the requirements imposed by the *Swimming Pools Act 1992* and the regulations prescribed under that Act.
- 45.3. The purchaser agrees that after completion the purchaser will comply with the requirements of the *Swimming Pools Act 1992* and the regulations made under it relating to access to the Swimming Pool and the erection of a warning notice.

- 45.4. Notwithstanding any other clause in this contract, should any notice issue from council or any competent authority, the purchaser shall not require the vendor to:
- 45.4.1. carry out any rectification work, including any rectification work to any existing Swimming Pool fence and or
 - 45.4.2. construct a Swimming Pool fence if no such fence is in existence.
- 45.5. The purchaser cannot make a claim, objection or requisition, delay completion or terminate in respect of any matter arising from this additional clause.
- 45.6. The vendor's rights under this clause continue after completion.

46. Extensions to cooling off period

- 46.1. This clause applies if any cooling off period applies to this contract under section 66S of the *Conveyancing Act 1919*.
- 46.2. If the purchaser requests the vendor to extend the cooling-off period, and the vendor agrees to extend the cooling-off period, for each agreed extension of the cooling off period the purchaser must pay to the vendor \$290.00 to cover the vendor's additional legal costs incurred as a consequence of each such extension.
- 46.3. The parties agree that the amount referred to in clauses 46.2 is a genuine pre-estimate of the additional minimum costs and other expenses costs incurred by the vendor as a consequence of each agreed extension of the cooling off period.
- 46.4. The amounts payable by the purchaser to the vendor under this additional clause are essential and are to be paid, at the vendor's sole discretion, either by a settlement cheque at or before completion, or as an adjustment in favour of the vendor on completion.
- 46.5. The vendor's rights under this clause continue after completion or termination.
- 46.6. This clause does not affect any other rights of the vendor.

47. Date for completion

- 47.1. If a date for completion is written or defined on the front page of this contract next to the Term "date for completion" at the time this contract was made, then that date shall be the date for completion.
- 47.2. If a date for completion is not written or defined on the front page of this contract next to the Term "date for completion" at the time this contract was made, then the date for completion of this contract shall be the 35th day after the date of this contract
- 47.3. Completion must occur between 10.30am and 3.30pm on the date for completion.



LAND
REGISTRY
SERVICES

Title Search

Information Provided Through
Sydney Legal Agents
Ph. 029 232 2222 Fax. 029 232 2121

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 31/SP85244

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
7/9/2018	3:54 PM	4	12/1/2017

LAND

LOT 31 IN STRATA PLAN 85244
AT FORSTER
LOCAL GOVERNMENT AREA MID-COAST

FIRST SCHEDULE

KATHLEEN MARIE KONEMAN

(T AK909073)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP79974

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

5363:AXI

PRINTED ON 7/9/2018

* 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.



FOLIO: CP/SP79974

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
12/9/2018	11:42 AM	5	14/5/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 79974
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FORSTER
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF FORSTER COUNTY OF GLOUCESTER
TITLE DIAGRAM SP79974

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 79974
ADDRESS FOR SERVICE OF DOCUMENTS:
WATERLINE
30-34 LITTLE STREET
FORSTER 2428

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AM482074 INITIAL PERIOD EXPIRED
- 3 AN330951 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 23630)

STRATA PLAN 79974

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 600	2	- 600	3	- 700	4	- SP85244
5	- 840	6	- 840	7	- 700	8	- 700
9	- 660	10	- 750	11	- 750	12	- 870
13	- 870	14	- SP85244	15	- 750	16	- 700
17	- 800	18	- 880	19	- 1320	20	- 1200
21	- 1200	22	- 1200	23	- 1200	24	- 1300
25	- 880	26	- 530	27	- 530	28	- 800
29	- 10						

STRATA PLAN 85244

LOT	ENT	LOT	ENT
30	- 700	31	- 750

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79974

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

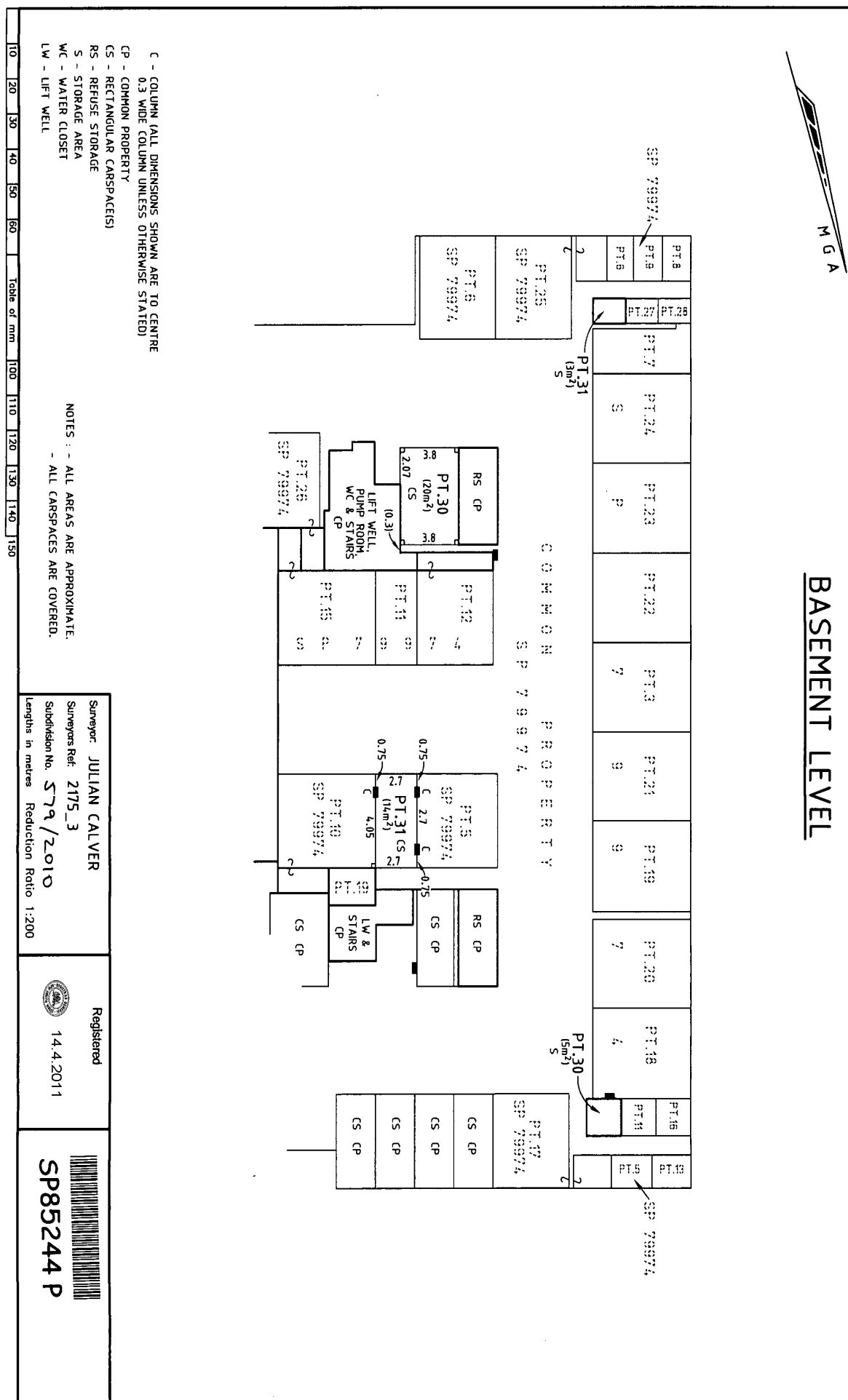
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5363:AXI

PRINTED ON 12/9/2018

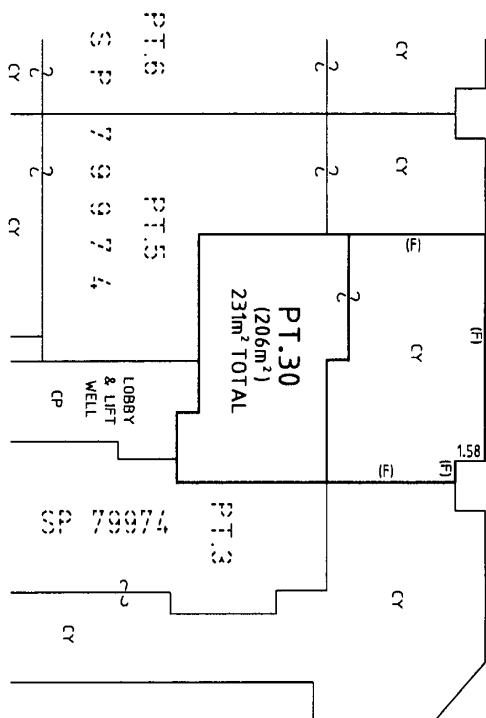
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

BASEMENT LEVEL

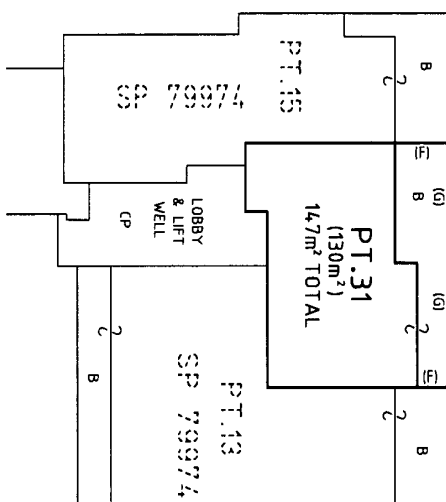




LEVEL 1



LEVEL 2



- THE COURTYARDS ARE LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

- THE BALCONIES ARE LIMITED IN HEIGHT TO 3M ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
- ALL AIR CONDITIONING UNITS AND ASSOCIATED INSTALLATIONS WITHIN A LOT AND FORMING PART OF THE LOT ARE NOT COMMON PROPERTY.

B - BALCONY
CP - COMMON PROPERTY
CY - COURTYARD
(F) - INSIDE FACE OF RENDERED BRICK WALL
(G) - INSIDE FACE OF GLASS PANEL BALUSTRADE

Surveyor: JULIAN CALVER

Surveyors Ref: 2175_3

Subdivision No. S79/2010



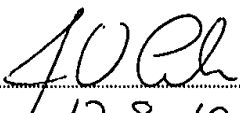
Lengths in metres	Reduction Ratio 1:250
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Registered

14.4.2011

SP85244

STRATA PLAN FORM 3 (Part 1) WARNING : Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)
<p>Name of, and address for service of notices on, the Owners Corporation. (address required on original strata plan only)</p> <p>The Owners - Strata Plan No 79974 "WATERLINE" 30-34 LITTLE STREET FORSTER 2428</p>		<p> SP85244 S</p> <p>Registered:  14.4.2011</p> <p>Purpose: STRATA PLAN OF SUBDIVISION</p> <p>PLAN OF SUBDIVISION OF LOTS 4 AND 14 SP 79974</p>
<p>*Residential Model by laws adopted for this scheme *Keeping of animals - Option A/B/C *Schedule of By-laws in _____ sheets filed with plan *No By-laws apply * strike out whichever is inapplicable</p>		
<p>Strata Certificate</p> <p>* Name of Council/Accredited Certifier GREAT LAKES being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed: * strata plan strata plan of subdivision illustrated in the annexure to this certificate.</p> <p>* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>* The strata plan/strata plan of subdivision is part of a development scheme. The council/accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>* The Council does not object to the encroachment of the building beyond the alignment of.</p> <p>* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.</p> <p>* This approval is given on the condition that the use of lot (c) _____ (being utility lot) is designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 30 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date: 23/8/2010</p> <p>Subdivision No. 579/2010</p> <p>Accreditation No.</p> <p>Relevant Development Consent No. 579/2010</p> <p>Issued by GREAT LAKES COUNCIL</p> <p>Authorised Person/General Manager/Accredited Certifier</p> <p>* Complete or delete if applicable.</p>		<p>LGA: GREAT LAKES</p> <p>Locality: FORSTER</p> <p>Parish: FORSTER</p> <p>County: GLOUCESTER</p>
		<p>Surveyor's Certificate</p> <p>I, JULIAN VERNON CALVER of CalCo Surveyors Pty Ltd P.O. BOX 194, GLOUCESTER, 2422 a surveyor registered under the Surveying Act, 2002, hereby certify that:</p> <p>(1) each applicable requirement of</p> <p>*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 *Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met;</p> <p>(2) (a) the building encroaches on a public place; *(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement has been created by registered is to be created under section 88B of the Conveyancing Act 1919.</p> <p>(3) *the survey information recorded in the accompanying location plan is accurate.</p> <p>Signature: </p> <p>Date: 17.8.10</p> <p>* Delete if Inapplicable + State whether dealing or plan, and quote registered number.</p>
		<p>SURVEYORS REFERENCE: 2175_3</p>
		<p>Use STRATA PLAN FORM 3A for additional certificates, signatures and seals</p>

* OFFICE USE ONLY

STRATA PLAN FORM 3 (Part 2) WARNING : Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET		Sheet 2 of 4 sheet(s)
PLAN OF SUBDIVISION OF LOTS 4 AND 14 SP 79974	<div style="font-size: 2em; font-weight: bold;">SP85244</div>	
Registered: 14.4.2011		

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 579/2010 Date: 23/8/10

SCHEDULE OF UNIT ENTITLEMENT * SP79974
(if insufficient space use additional annexure sheet)

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	600	9	660	17	800	25	880
2	600	10	750	18	880	26	530
3	700	11	750	19	1320	27	530
4	700	12	870	20	1200	28	800
5	840	13	870	21	1200	29	10
6	840	14	750	22	1200	30	700
7	700	15	750	23	1200	31	750
8	700	16	700	24	1300	AGGREGATE 23630	

Approved Form 10
Certificate re Initial Period

- (1) The Owners - Strata Plan No. 79974 hereby certifies that in respect of their strata scheme that;
- * (a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on ^
- * (b) The local council or accredited certifier issued a strata certificate consenting to a notice of conversion on ^
- * (c) The owners corporation issued a certificate indicating the passing of a special resolution authorising the execution of a dealing on ^, and,
- * (2) The Initial period expired before the above date.
- * (3) ~~At the above date the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.~~
- The common seal of the Owners - Strata Plan No. 79974 was hereunto affixed on 3.12.10 in the presence of being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.


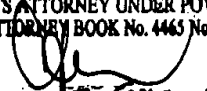
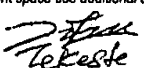





Strata Managing Agent
3.12.10

* Strike through if Inapplicable.
 ^ Insert appropriate date.




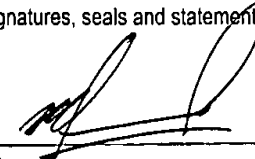
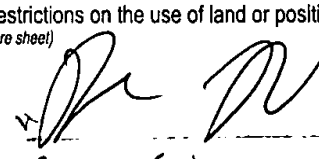
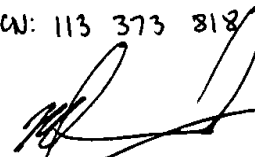
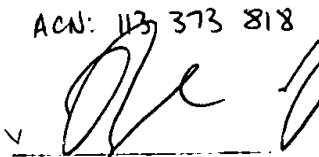
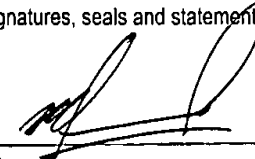
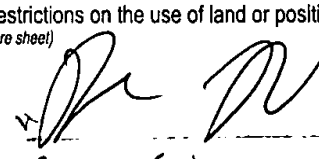
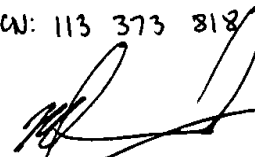
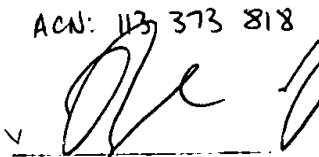
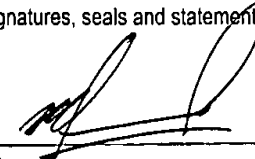
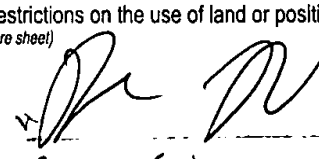
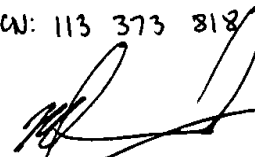
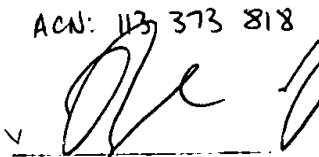
SURVEYORS REFERENCE: 2175_3

STRATA PLAN FORM 3A (Annexure Sheet) WARNING : Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheet(s)
PLAN OF SUBDIVISION OF LOTS 4 AND 14 SP 79974	SP85244	* OFFICE USE ONLY
Registered:  14.4.2011		
Strata Certificate Details: Subdivision No: <u>579/2010</u> Date: <u>23/8/2010</u>		
<div style="display: flex; justify-content: space-between;"><div style="width: 60%;">Approved Form 23 Attestation The common seal of the Owners - Strata Plan No. <u>79974</u> was hereunto affixed on <u>6-11-2010</u> in the presence of <u>RENE WHEELER</u> being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal. <u>RENE WHEELER</u> STRATA MANAGING AGENT <u>6-11-2010</u> <small>^ Insert appropriate date.</small></div><div style="width: 35%; border: 1px solid black; padding: 5px; text-align: center;">The Proprietor Strata Plan 79974 ★ COMMON SEAL</div></div>		
<p>Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants <small>(if insufficient space use additional annexure sheet)</small></p> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p>AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 085 357 522 BY ITS ATTORNEY UNDER POWER OF ATTORNEY BOOK No. 4465 No. 246</p><p> ACTING MANAGER SECURITIES</p></div><div style="width: 50%;"><p>WITNESS:  <u>4/833 COLLINS ST</u> <u>MELBOURNE VIC</u></p></div></div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"><div style="text-align: center;"> <u>TRACEY BROWN</u></div><div style="text-align: center;"> <u>STEVEN BROWN</u></div></div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%;"><p><u>Morris Symonds</u> <u>Sole Director/Secretary</u> <u>Sabaco 3 P/L</u> <u>SAF Little St P/L</u> <u>Little Street Investment Partners P/L</u> ACN: 107 930 987</p></div><div style="width: 50%;"><p> <u>Bruce Fink</u> Director <u>Holiwing P/L</u>, ACN: 082 523 199 <u>SAF Little St P/L</u> <u>Little Street Investment Partners P/L</u></p></div></div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%;"><p>Signed for and on behalf of ST. GEORGE BANK - A Division of WESTPAC BANKING CORPORATION ABN 33 007 457 141 by its attorney under power of attorney as at 17 January, 2001 Registered Book 4299 No. 332 in the presence of:</p><p>WITNESS  <u>Deborah Spears</u> <small>Print Name</small></p></div><div style="width: 50%; text-align: center;"> DAVID SPROULE TIER THREE ATTORNEY</div></div>		
SURVEYORS REFERENCE: 2175_3		

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING : Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)				
PLAN OF SUBDIVISION OF LOTS 4 AND 14 SP 79974		SP85244				
Registered:  14.4.2011						
Strata Certificate Details: Subdivision No: S79/2010		Date: 23/8/2010				
<p>Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants (if insufficient space use additional annexure sheet)</p> <table border="0"><tbody><tr><td><p>Y  Morris Symonds Director SAF Little Street Pty Limited ACN: 113 373 818</p></td><td><p>Y  Bruce Fink Director SAF Little Street Pty Limited ACN: 113 373 818</p></td></tr><tr><td><p>✓  Morris Symonds - Director Little Street Investment Partners Pty Limited ACN: 113 423 199</p></td><td><p>✓  Bruce Fink Director Little Street Investment Partners Pty Limited ACN: 113 423 199</p></td></tr></tbody></table>			<p>Y  Morris Symonds Director SAF Little Street Pty Limited ACN: 113 373 818</p>	<p>Y  Bruce Fink Director SAF Little Street Pty Limited ACN: 113 373 818</p>	<p>✓  Morris Symonds - Director Little Street Investment Partners Pty Limited ACN: 113 423 199</p>	<p>✓  Bruce Fink Director Little Street Investment Partners Pty Limited ACN: 113 423 199</p>
<p>Y  Morris Symonds Director SAF Little Street Pty Limited ACN: 113 373 818</p>	<p>Y  Bruce Fink Director SAF Little Street Pty Limited ACN: 113 373 818</p>					
<p>✓  Morris Symonds - Director Little Street Investment Partners Pty Limited ACN: 113 423 199</p>	<p>✓  Bruce Fink Director Little Street Investment Partners Pty Limited ACN: 113 423 199</p>					
SURVEYORS REFERENCE: 2175_3						

* OFFICE USE ONLY

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AN330951Y

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

(A) TORRENS TITLE

For the common property

CP/SP79974

(B) LODGED BY

Document Collection Box 1544	Name, Address or DX, Telephone, and Customer Account Number if any SSA 131432K Reference: JK SP 79974	CODE CH
----------------------------------------------	---------------------------------------------------------------------------------------------------------------------------	-------------------

(C) The Owners-Strata Plan No. 79974

certify that a special resolution was passed on 4/5/2018

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. SPECIAL BY LAW 2

Amended by-law No. NOT APPLICABLE

as fully set out below:

ELECTRONIC DELIVERY OF NOTICES:

A document of notice may be service on the Owners Corporation, its secretary or strata committee on the owner/s of a lot by electronic means if the person nominated as the email contact has given the Owners Corporation an email address for the service of notices and the documents are sent to that address. A notice or document served on an owner/s by email in accordance with this by-law is deemed to have been served when transmitted by the sender, providing the sender does not receive an electronic notification of unsuccessful transmission, ie "bounce back" or "undeliverable", within 24 hours.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"

(G) The seal of The Owners-Strata Plan No. 79974 was affixed on 9th May 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority: STRATA MANAGER

Signature:

Name:

Authority:



SP 79974
Waterline

" A "

STRATA SCHEMES MANAGEMENT REGULATION 2005

1 Noise

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.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or vehicle on common property except with the prior written approval of the owner's corporation.

3 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.

4 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 purpose as a garden any portion of the common property.

5 Damage to Common Property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property, except with the prior written approval of the owner's corporation.
- (2) An approval given by the owner's corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by law does not prevent an owner or person authorized by an owner from installing:
 - (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 insect on the lot, or
 - (c) Any structure or device to prevent harm to children, or
 - (d) Any device used to affix decorative items to the internal surfaces of walls in the owners lot.
- (4) 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.
- (5) Despite section 62 of the Act, the owner of a lot must:
 - (a) Maintain and keep in a state of good and serviceable repair any instillation or structure referred to in clause (3) that forms part of common property and that services the lot, and
 - (b) Repair any damage caused to any part of the common property by the instillation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and services the lot.

KT

2 of 6

6 Behaviour of owners and occupiers

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 any person lawfully using common property.

6B

- i) 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 or any occupier or owner of a neighbouring property.
- ii) 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 or any occupier or owner of a neighbouring property.
- iii) An owner or occupier of a lot must take responsible steps to ensure that invitees of the owner or occupier 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 or any owner of a neighbouring property.

7 Children Playing on Common Property in Building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of Invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier 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.

9 Depositing Rubbish and Other Material on Common Property

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 prior written approval of the owner's corporation.

10 Drying of Laundry Items

An owner or occupier of a lot must not, except with the prior written approval of the owner's corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owner's corporation for the purpose and there only for a reasonable period.

11 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 a lot, including so much as is common property.
- (2) The owner's corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owners or occupier of the lot safely or at all.

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3 of 6

12 Storage of Inflammable Liquids and Other Substances and Material

- (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 flammable 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.

13 Changes to Floor covering or Surfaces

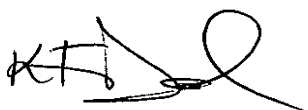
- (1) An owner or occupier of a lot must notify the owner's corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain consent to, approval for or any other authorisation for the changing of the floor or surfaced concerned.

14 Floor Coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage Disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclables materials or waste:
 - a) Must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - b) Must ensure that before garbage, recyclable materials or waste in placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained off, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - c) For the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time which garbage, recyclable material or waste is normally collected, and
 - d) When the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - e) Must not place any thing in the receptacles of the owner or occupier of any lot except with the permission of that owner or occupier, and
 - f) Must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material and waste:
 - a) Must ensure that before garbage, recyclable materials or waste in placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or



- other containers, completely drained off, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- b) Must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- a) Comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - b) Notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material and waste.
- (4) The owner's corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

16 Keeping of Animals

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep an animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or common property **this by-law precludes short term/holiday tenants/occupiers from keeping any animal on the lot or common property.**
- (2) The owner's corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) Notify the owners corporation that the animal is being kept on the lot, and
 - (b) Keep the animal within the lot, and
 - (c) Carry the animal when it is on common property, and
 - (d) Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

17 Appearance of Lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owner's 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 washing, towel, bedding, clothing or other article as referred to in by-law 10.

17B Landscaped areas within individual courtyard areas shall be maintained and repaired, in accordance with the approved landscaping plan, by the owner's corporation or maintenance contractor authorised by the owner's corporation. Reasonable access shall be made available for the owner's corporation or its authorised maintenance contractor, as required, to maintain and repair landscaped areas.

18 Change in use of Lot to be Notified

An occupier of a lot must notify the owner corporation if the occupier changes the existing use of the lot in any way 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).



19 Provision of Amenities or Service

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - a) widow cleaning,
 - b) garbage disposal and recycling services,
 - c) electricity, water or gas supply
 - d) telecommunications services (for example, cable television)
- (2) The owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Section 111 of the Act provides that an owner's corporation may enter into an arrangement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

20 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.

Special By-Law 1

Smoke Penetration

Specially Resolved At AGM 29th April 2017

- 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.

Special By-Law 2

Electronic Delivery of Notices

A document of notice may be service on the Owners Corporation, its secretary or strata committee on the owner/s of a lot by electronic means if the person nominated as the email contact has given the Owners Corporation an email address for the service of notices and the documents are sent to that address. A notice or document served on an owner/s by email in accordance with this by-law is deemed to have been served when transmitted by the sender, providing the sender does not receive an electronic notification of unsuccessful transmission, ie "bounce back" or "undeliverable", within 24 hours.



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AN 330951

Approved Form 10

Created 2016 Certificate re Initial Period

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

*that the initial period has expired.

The seal of The Owners - Strata Plan No. 79974 was affixed on 9.5.18

in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Kirsty Deal Name: Kirsty Deal Authority: Strata Manager



PLANNING CERTIFICATE

Section 10.7
Environmental Planning & Assessment Act 1979

Cert No.	462 / 2019
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Applicant

INFOTRACK PTY LTD
GPO Box 4029
SYDNEY NSW 2001

Receipt No. : 2005762
Date of Issue : 10 September 2018
Ref : 5363:AXI:4483

Property Key : 37468

Property Description

31/30-34 Little Street, FORSTER NSW 2428
Lot 31 SP 85244

Owner (as recorded by Council):

Mrs K M Koneman
205/30-34 Little St
FORSTER NSW 2428

A — Advice provided in accordance with Section 10.7(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.

Liveable Housing and Flexible Zone Boundaries

The planning proposal seeks to amend the Great Lakes Local Environmental Plan 2014 by (1) replacing references to the Australian Standard AS 4299-1995 Adaptable Housing with the Liveable Housing Guidelines (LHA Third Edition 2015) and expand the application of these provisions; and (2) introduce a new clause to provide flexible zone boundaries in urban release areas.

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

SEPP	COASTAL MANAGEMENT 2018 (WHOLE OF LOT)
SEPP	SENIORS HOUSING etc.
SEPP	STATE ENVIRONMENTAL PLANNING POLICY (INTEGRATION AND REPEALS) 2016
SEPP NO. 1	DEVELOPMENT STANDARDS

SEPP NO. 4	DEVELOPMENT WITHOUT CONSENT AND MISCELLANEOUS EXEMPT AND COMPLYING DEVELOPMENT
SEPP NO. 21	CARAVAN PARKS
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 APARTMENT 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
SEPP	(VEGETATION IN NON-RURAL AREAS) 2017 - This Policy applies to the specifically designated non-rural zones under clause 5 of the Policy.
SEPP	(EDUCATIONAL ESTABLISHMENTS AND CHILD CARE FACILITIES) 2017

2. Zoning and land use under relevant LEPs

Great Lakes Local Environment Plan 2014

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To achieve increased population density levels in locations that support the business centre.

2 Permitted without consent

Home occupations.

3 Permitted with consent

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Camping grounds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Helipads; Home-based child care; Home businesses; Hotel or motel accommodation; Information and education facilities; Jetties; Moorings; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Residential accommodation; Respite day care centres; Restaurants or cafes; Roads; Seniors housing; Service stations; Serviced apartments; Sewerage systems; Signage; Veterinary hospital; Water recreation structures; Water supply systems.

4 Prohibited

Rural workers' dwellings; Any other development not specified in item 2 or 3.

3. Complying development

Housing Code

Complying development under this code CAN NOT be undertaken on the land subject to the following land based exclusions:

- Buffer Area-Coastal Lake or Water (Part Affected)

Rural Housing Code

Complying development under this code CAN NOT be undertaken on the land subject to the following land based exclusions:

- Buffer Area-Coastal Lake or Water (Part Affected)

Greenfield Housing Code

Complying development under this code CAN NOT be undertaken on the land

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 CAN NOT be undertaken on the land subject to the following land based exclusions:

- Buffer Area-Coastal Lake or Water (Part Affected)

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

Fire Safety Code

Complying development under this code MAY be undertaken on the land

Container Recycling Facilities Code

Complying development under this code MAY be undertaken on land Zoned B1, B2, B3, B4, B5, IN1, IN2, IN4 or SP3 in Great Lakes LEP 2014

4. Coastal protection

Coastal Protection Act 1979 repealed

4A Repealed

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**Yes - Adopted Council Policy(s)****LEP2014 - 2100 Flood Planning Area**

Yes - the land is subject to clause 7.3 (Flood Planning) of Great Lakes Local Environment Plan 2014 and clause 4.2 (Flooding) of The Great Lakes Development Control Plan due to the likelihood of future and/or current flooding.

Details relating to flood risk and flood planning levels may be provided on a Flood Level Certificate. This can be obtained from Council's flood investigation engineer

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. Biodiversity stewardship sites

No biodiversity stewardship agreements apply to the land

10A. Native vegetation clearing set asides

Council has not received advice advising of the existence of a set aside area of land under section 60ZC of the Local Land Services Act 2013

11. Bush fire prone land

The land is not bushfire prone land

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 of the EP&A Act

Not applicable

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, schools or TAFE establishments

No Site Compatibility Certificate for Infrastructure, Schools or TAFE establishments 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

21. Affected building notices and building product rectification orders

No affected building notice or building product rectification order applies to the subject land

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



Your Ref: 5363:AXI
Our Ref.: ENG2018/1506

Infotrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Owner Details

Kathleen M Koneman

Property Details

Lot 31 SP 85244

Property Address

Unit 205/30-34 Little St FORSTER 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 Services' 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 Services 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 Services 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 Services 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 Services. 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

Dated: 13/09/2018

Director Water Services

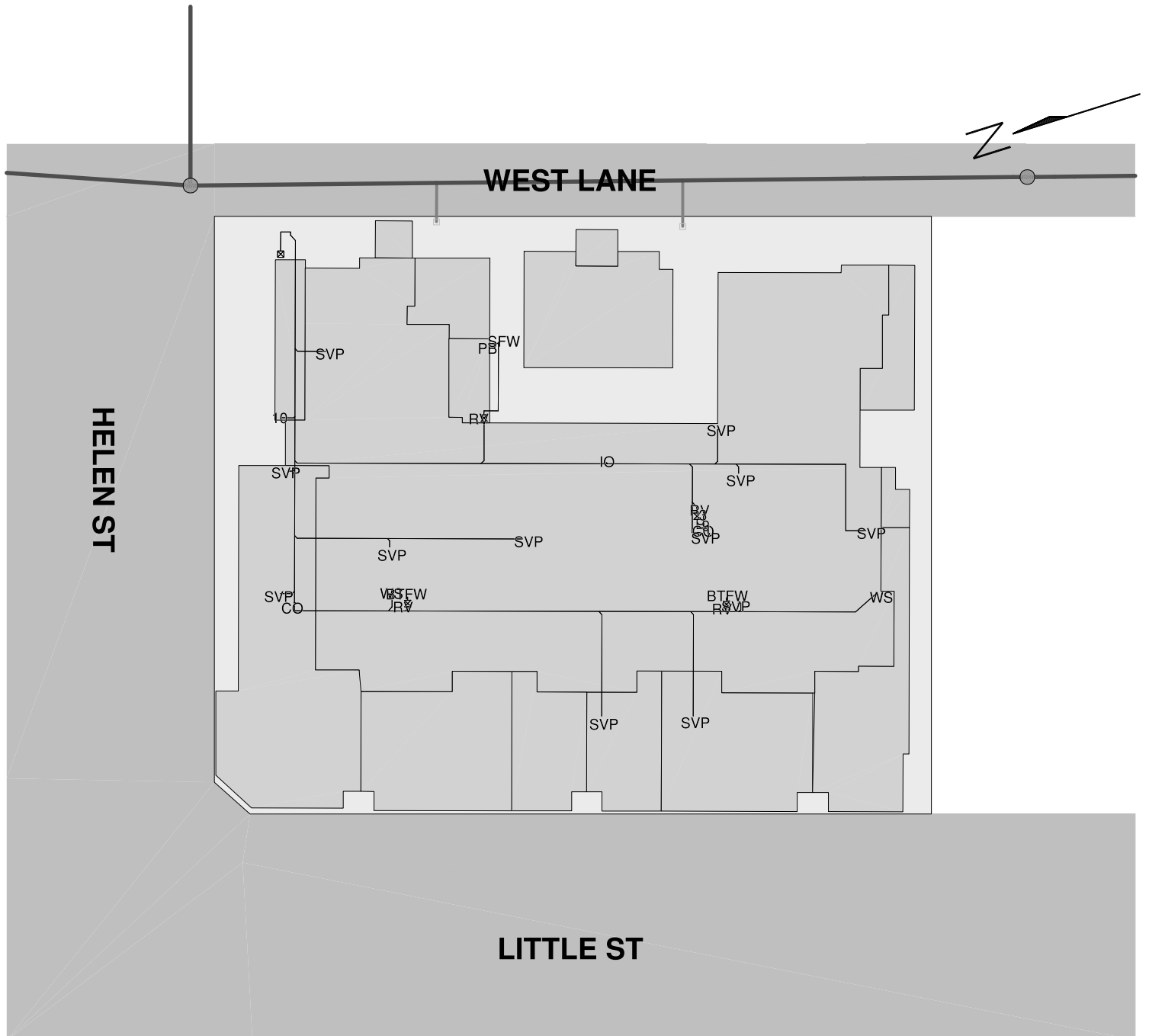


MIDCOAST
water services

SEWER DRAINAGE DIAGRAM 73474.....

Lot 31.....Sec.....D.P. SP85244.....

Address LITTLE ST 30-34.....Town FORSTER.....



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

W.C..... 1	Soil Vent Pipe...SVP	●Manhole
Bath..... 2	Waste Stack.....WS	○Inspection opening
Basin..... 3	Inspect. Shaft....IS	—Assumed location of existing sewer
Shower..... 4	Reflux Valve.....RV	☒Surcharge Gully
K.Sink..... 5	Tap Over.....TO	
Tubs..... 6	Grease Arrestor..GA	
Gully..... 7	Urinal.....UR	
Vent..... 8	Low Level Vent..LLV	
Floor Waste.... 9	Sewer Direction.. >	

Scale: 1:500

JUNCTION LOCATION

Sewer Junction..... 312884
existing at..... 20.72metres
from D.S.M.H.....(d=.....m)
Depth of Junction approx..... 0.66m
Depth of Riser approx.....m

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