

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Collie & Tierney Real Estate 67 Lime Avenue Mildura VIC 3500	Phone: (03) 5021 2200 Fax: Ref: Michael Pullen
co-agent		
vendor	Tristan Matthew Smith	
vendor's solicitor	Maloney Anderson Legal 70 Deakin Avenue, Mildura VIC 3500 DX 50021, Mildura VIC	Phone: 03 5021 6200 Fax: 03 5021 6299 Ref: LKC:KRO:210547
date for completion	Refer to Special Condition 12	(clause 15)
land (address, plan details and title reference)	188 Dry Lake Road Euston NSW 2737 Lot 10 in Deposited Plan 1064859 Folio Identifier: 10/1064859	

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other: **VACANT LAND,**

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

inclusions	<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 checked="" type="checkbox"/> other: 2 x 5000 Gallon tanks		

exclusions

purchaser

purchaser's solicitor **Phone:**
Fax:
Ref:

price

deposit (10% of the price, unless otherwise stated)

balance

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

buyer's agent

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

ChoicesVendor agrees to accept a *deposit-bond* (clause 3) NO yes*Nominated Electronic Lodgement Network (ELN)* (clause 30): PEXA*Electronic transaction* (clause 30) no YES

(if no, vendor must provide further details such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

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.

GSTRW 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 GST branch number (if applicable)

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of GSTRW payment: \$

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input checked="" type="checkbox"/> 7 section information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input checked="" type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1986
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement – off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons for non-compliance	

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

SPECIAL CONDITIONS

1. The property is sold as it stands in every respect, subject to any defects whether latent or patent and the Vendor shall not be bound by any advertisement or representation made or given by any agent at any time and the terms of this contract shall represent the sole terms of the agreement between the parties.
2. If the Purchaser defaults in payment of the purchase money or any part of it or of any interest thereon or any other moneys payable to the Vendor under this contract he shall pay interest at the rate of twelve (12%) per centum per annum on the amount in default from the date of such default until the default ceases without prejudice however to the Vendor's other rights under this contract. For the purpose of this clause only time shall be and be deemed to be, of the essence of this contract.
3. The property is believed to have been correctly described in this contract and notwithstanding the measurements or area stated in the description of property hereinbefore mentioned no compensation shall be paid or allowed in respect of any deficiency or excess in the measurements or area of the property should an error or misdescription of the property be made and Clause 7 of this contract shall not apply in such case.
4. In addition to any other rights which may exist at law or in equity any Notice to Complete validly given by one party hereto to the other shall be sufficient as to time if a period of fourteen (14) days from the receipt of the Notice is allowed for completion. A party shall be at liberty at any time to withdraw the said Notice without prejudice to his continuing right to give any further such Notice.
5. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included herein should the Purchaser (or either or any of them if more than one) prior to completion:
 - i) die or become so mentally ill that his or her affairs are liable to be administered by the Master in the Protective Jurisdiction: then the Vendor may rescind this contract by notice in writing forwarded to the Solicitor named as the Purchaser's Solicitor in this contract and thereupon the contract shall be at an end and the provision of Clause 19 hereof shall apply, or
 - ii) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for the winding up of the Purchaser presented or enter into any scheme or arrangement with its creditors under the Corporations Law or should any liquidator, receiver or official manager be appointed in respect of the affairs of such Purchaser then the Purchaser shall be deemed to be in default hereunder.
6. The Purchaser shall not make any objection, requisition or claim for compensation by reason of the fact:
 - a) That the fences, walls, eaves and gutters (if any) erected on or surrounding the subject property are found to stand over the boundaries of the subject property and to encroach on any adjacent property or that the fences, walls eaves or gutters (if any) erected on any adjacent property are found to stand over the boundaries of and encroach upon the property hereby sold.
 - b) That the building or any part thereof does not comply with the Local Government or other ordinances or regulations regarding distance from any boundary and any

certificate which the Purchaser requires from the local Council shall be obtained by the Purchaser at his own expense.

7. The Purchaser shall satisfy himself at his own expense as to the identity of the land purchased with that comprised in the particulars of title or abstract of title as the case may be.
8. The Purchasers shall not require prior to completion to register a discharge of any mortgage or a withdrawal of any caveat affecting the subject land, but will accept on completion the duly executed discharge of any such mortgage or withdrawal of any such caveat in respect of the subject land together with the appropriate registration fees thereon.
9. **Release of security interest**
 - 9.1 This special condition applies if on or after the day of sale any part of the improvements, fixtures or goods (individually and collectively referred to as "the property") is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
 - 9.2 Subject to special conditions 9.3 and 9.4, the vendor must ensure that at or before settlement the purchaser receives-
 - 9.2.1 A release from the secured party releasing the security interest in respect of the property; or
 - 9.2.2 A statement in writing in accordance with Section 275(1)(b) of the Act setting out that the amount or obligation that is secured is nil at the due date for settlement; or
 - 9.2.3 A written approval or correction in accordance with section 275(1)(c) of the Act indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted

If the security interest is registered in the Personal Property Securities Register ("PPSR")

 - 9.3 The Vendor is not obliged to ensure that the purchaser receives, a release statement, approval or correction in respect of any personal property that is sold in the ordinary course of the Vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the PPSR, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
 - 9.4 The Vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that –
 - (a) Is not described by serial number in the PPSR; and
 - (b) Is predominantly used for personal, domestic or household purposes; and

- (c) Has a market value of not more than \$5000 or, if greater amount has been prescribed for the purposed of section 47(1) of the Act, not more than the prescribed amount.
- 9.5 A release for the purpose of special condition 9.2.1 must be in writing and in a form published by the Law Society of New South Wales, Law Council of Australia or the Australian Bankers Association.
- 9.6 If the purchaser receives a release under special condition 9.2.1 the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 9.7 In addition to ensuring a release is received under special condition 9.2.1, the Vendor must ensure that at or before settlement the Purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the PPSR.
- 9.8 The Purchaser must advise the vendor of any security interest that the Purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 9.9 If the purchaser does not provide an advice under special condition 9.8, the Vendor may delay settlement until 21 days after the purchaser advises the Vendor of the security interests that the purchaser reasonably requires to be released.
- 9.10 If settlement is delayed under special condition 9.9, the purchaser must pay the vendor –
- (a) Interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) Any reasonable costs incurred by the vendor as a result of the delay –
- As though the purchaser was in default
- 9.11 Words and phrases used in special condition 9 which are defined in the Act have the same meaning in special condition 9.
10. In the event that the Purchaser hereunder is a Corporation the persons who have executed this Contract for and on behalf of the Purchaser shall also execute the guarantee hereto.

TRANSFER GRANTING EASEMENT – BURDENING LAND SOLD

- 11.1 The Vendor specifically discloses to the Purchaser, and the Purchaser acknowledges that the Vendor has agreed to burden the land hereby sold with an easement for overhead powerlines 9 and 11 wide the terms of which are set out in Part A of Memorandum AG19384 in favour of Essential Energy.
- 11.2 A copy of the unregistered Transfer Granting Easement signed by the Vendor and his Mortgagee is annexed to this Contract and marked "A".
- 11.3 Essential Energy has not yet signed the said Transfer Granting Easement.
- 11.4 The Purchaser shall not make any objection, requisition or claim for compensation in relation to the easements being created pursuant to the said unregistered Transfer Granting Easement.

COMPLETION DATE

12. The parties agree the Completion Date of this Contract shall be the later date of:
 - a) 30 days from the Contract Date; or
 - b) 4 days after the Vendors Solicitors notifies the Purchases Solicitor in writing that the Transfer Granting Easement has been registered with NSW Land Registry Services.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

"A"

Form: 01TG
Release: 3/1

**TRANSFER
GRANTING EASEMENT**
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

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 Registrar is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	Servient Tenement 1/1228574 and 10/1064859		Dominant Tenement ESSENTIAL ENERGY ABN 37 428 185 226	
	(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference:	CODE TG
(C) TRANSFEROR	TRISTAN MATTHEW SMITH			
(D)	The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants—			
(E) DESCRIPTION OF EASEMENT	EASEMENT FOR OVERHEAD POWERLINES 9 AND 11 WIDE THE TERMS OF WHICH ARE SET OUT IN PART A OF MEMORANDUM AG189384 AND THE PLAN ANNEXED HERETO out of the servient tenement and appurtenant to the dominant tenement.			
(F)	Encumbrances (if applicable):			
(G) TRANSFEREE	ESSENTIAL ENERGY ABN 37 428 185 226			

DATE 13/11/2020

(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness: 

Signature of transferor: 

Name of witness: MARK JOHNSTON
Address of witness:
4/1 BETTY KRAKE DR
RED CLIFFS VIC 3496

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:

Name of witness:
Address of witness:

Attorney's name:
Signing on behalf of:
Power of attorney-Book:
-No.:

Annexure: A to TRANSFER GRANTING EASEMENT

Parties:

TRISTAN MATTHEW SMITH AS TRANSFEROR AND ESSENTIAL ENERGY ABN 37 428 185 226 AS TRANSFEREE

Dated:

Text:

BENDIGO AND ADELAIDE BANK CONSENTS IN RELATION TO MORTGAGE AN701266
WESTPAC BANKING CORPORATION CONSENTS IN RELATION TO MORTGAGE AJ406918

EXECUTED by
BENDIGO and ADELAIDE BANK LTD
ABN 21 088 049 178
by being signed by its Attorney
Duncan McGregor
who certifies that they are the
LOAN SERVICES OFFICER
for the time being of the Company under Power
of Attorney dated 7 March 2016 registered in
Book 4707 Number 729 in the presence of:

I certify that the attorney(s) signing opposite,
with whom I am personally acquainted or as to
whose identity I am otherwise satisfied, signed
this instrument in my presence.


Witness Signature
JULIE MAREE ELEISON
Witness Name
Lot 2 / 114 ESSAYE STREET
Witness Address
Intersect Q204705

Signed for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141
by its Attorneys:

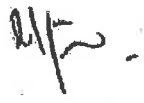


Antonio Varricchio
Tier Three Attorney
The Mortgage Centre

Power of Attorney registered at Land
and Property Information NSW
Book 4299 No. 332

I certify that the applicant, with whom I
am personally acquainted or as to whose
identity I am otherwise satisfied, signed
this application in my presence.

Signature of Witness



Name of Witness

Martin Battifuso

Address of Witness

**25 Pierson Street
LOCKLEYS SA 5032**

Daytime telephone number of Witness

1300-738-895

MG894 ZONE 55
DP1244585

[Signature]
Witness Signature
JULIE MAREE EILISON
Witness Name
114 Piers Lane Street
Witness Address

EXECUTED by
BENDIGO and ADELAIDE BANK LTD
ABN 11 066 049 178
by being signed by its Attorney
Duncan McGregor
who certifies that they are the
LOAN SERVICES OFFICER
for the time being of the Company under Power
of Attorney dated 7 March 2016 registered in
Book 4707 Number 729 in the presence of:
I certify that the attorney(s) signing opposite,
with whom I am personally acquainted or as to
whose identity I am otherwise satisfied, signed
this instrument in my presence.

Signed for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141
by its Attorney:

[Signature]
Power of Attorney registered at Land
and Property Information NSW
Book 4288 No. 388
Antonio Varricchio
Tier Three Attorney
The Mortgage Centre

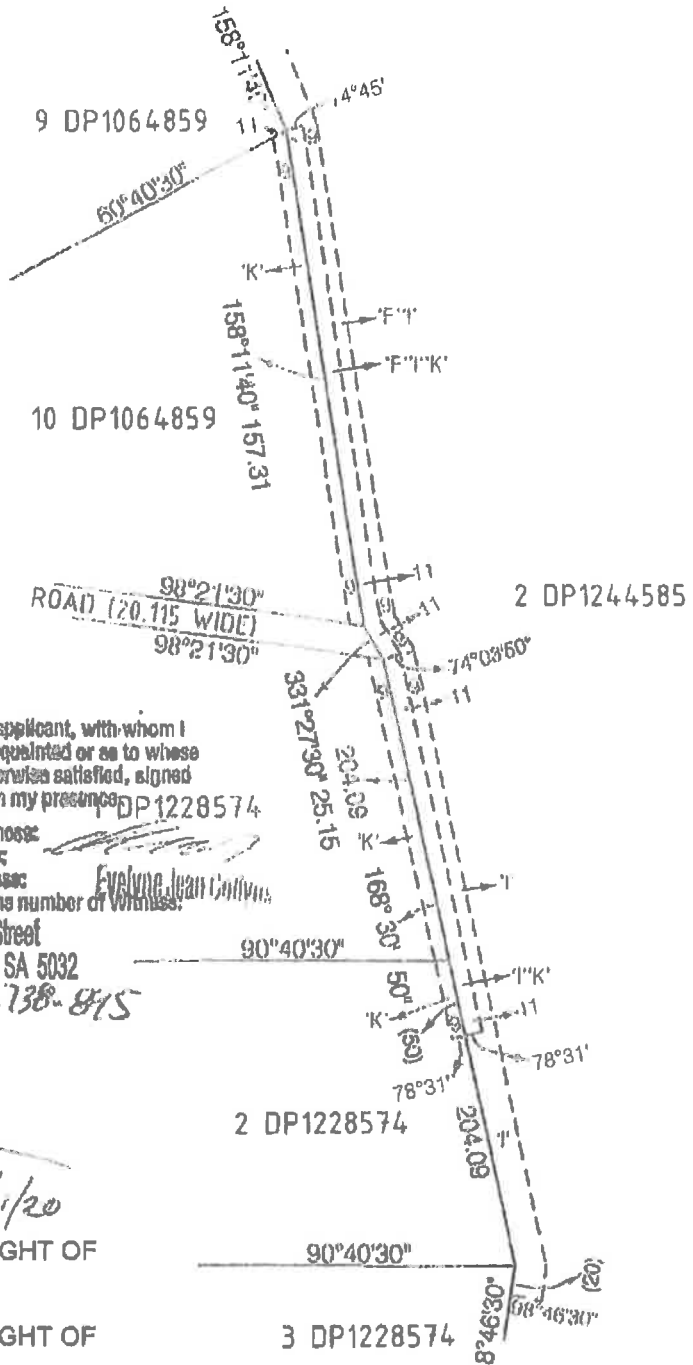
I certify that the applicant, with whom I
am personally acquainted or as to whose
identity I am otherwise satisfied, signed
this application in my presence.

Signature of Witness: *[Signature]*
Name of Witness: **Evelyn Jean Collins**
Address of Witness:
Daytime telephone number of Witness:
**25 Pierson Street
LOCKLEYS SA 5032
1300 738 815**

F- EASEMENT FOR SERVICES AND RIGHT OF
CARRIAGEWAY 20 WIDE (DP1064859)

I- EASEMENT FOR SERVICES AND RIGHT OF
CARRIAGEWAY 20 WIDE (DP1228574)

K- EASEMENT FOR OVERHEAD POWERLINES 9 & 11 WIDE



Surveyor: ANDREW MERRETT
Surveyor's Ref: F9728
Date of Preparation: 09/07/2020

PLAN OF EASEMENT
LOT 2 DP1244585,
LOT 1, 2, 3 DP1228574,
LOT 10 DP1064859

LGA: BALRANALD
Locality: EUSTON
Lengths are in metres, Reduction Ratio 1:4000

10	20	30	40	50	Table of min	90	100	110	120	130	140
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08/01/2021



NSW - Consent

System Document Identification

Form Number: 10-1104-e
Template Number: consent_nsw28
ELN Document ID: 554476068

**CoRD HOLDER
CONSENT**

**New South Wales
Real Property Act 1900**

Land Registry Document Identification

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 98B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

CONSENT TYPE

THIRD PARTY CONSENT

LAND

Land Title
Reference
1/1228574

CoRD Evidence

Named In CoRD Record In Land Title

Evidence Details

CONSENTING/ADVISING PARTY

BENDIGO AND ADELAIDE BANK LIMITED ABN 11068049178
Registered company

The Consenting Party consents to the registration of the Instruments in this Lodgement Case or as specified in this document.

DOCUMENTS CONSENTED TO

Document Type: TRANSFER GRANTING EASEMENT

Party Involved In The Document: Tristan Matthew Smith (Transferor) and Essential Energy ABN 37 428 185 226 (Transferee)

SIGNING

Signing Party Role: Consenting

I certify that:

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Party Represented by Subscriber:

BENDIGO AND ADELAIDE BANK LIMITED

Signed By: Claire Padgham

ELNO Signer Number: 48480

Signer Capacity: Employee Certifier

Digital Signing Certificate Number:

Signed for Subscriber: BENDIGO AND ADELAIDE BANK LIMITED ABN 11068049178
BENDIGO BANK

Subscriber Capacity: Subscriber Representing Self

ELNO Subscriber Number: 2977

Date: 05/01/2021

Customer Account Number: 500838

Back



System Document Identification

Form Number: 10-1104-e
 Template Number: consent_nsw28
 ELN Document ID: 555086225

CoRD HOLDER CONSENT

New South Wales
 Real Property Act 1900

Land Registry Document Identification

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 95B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

CONSENT TYPE

THIRD PARTY CONSENT

LAND

Land Title Reference	CoRD Evidence	Evidence Details
10/1064859	Named In CoRD Record In Land Title	

CONSENTING/ADVISING PARTY

WESTPAC BANKING CORPORATION ABN 33007457141
 Registered company

The Consenting Party consents to the registration of the Instruments in this Lodgement Case or as specified in this document.

DOCUMENTS CONSENTED TO

Document Type: TRANSFER GRANTING EASEMENT

Party Involved In The Document: Transferor- Tristan Matthew Smith Transferee: Essential Energy ABN 37 428 185 226

SIGNING

Signing Party Role: Consenting

I certify that:

- The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
- The Certifier has retained the evidence supporting this Registry Instrument or Document.

Party Represented by Subscriber:

WESTPAC BANKING CORPORATION

Signed By: Tony Varricchio
 ELNO Signer Number: 3948830

Signer Capacity: Employee Certifier
 Digital Signing Certificate Number:

Signed for Subscriber: WESTPAC BANKING CORPORATION ABN 33007457141
 ST GEORGE BANK

Subscriber Capacity: Subscriber Representing Self
 ELNO Subscriber Number: 1079
 Date: 05/02/2021

Customer Account Number: 500060

Back



**LAND
REGISTRY
SERVICES**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 10/1064859

SEARCH DATE	TIME	EDITION NO	DATE
17/3/2021	9:02 AM	5	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 10 IN DEPOSITED PLAN 1064859
AT LAKE BENANEE
LOCAL GOVERNMENT AREA BALRANALD
PARISH OF TAILA COUNTY OF TAILA
TITLE DIAGRAM DP1064859

FIRST SCHEDULE

TRISTAN MATTHEW SMITH (T AJ406917)

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 DP1064859 EASEMENT FOR SERVICES AND RIGHT OF CARRIAGEWAY 20 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 AJ406918 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

af02300009

PRINTED ON 17/3/2021

SIGNATURES AND SEALS ONLY.

[Handwritten Signature]

Print measuring units to appear in wide space

DP1064859

Registered 25. 2. 2004

CA: SEE CERTIFICATE

Title System: TORENS

Purpose: SUBDIVISION

Ref Map: PARISH

Land Plan: DP807888, DP1041533

PLAN OF SUBDIVISION OF LOT 2 IN D.P. 807899 & LOT 2 IN D.P. 1041533

Lengths are in metres. Reduction Ratio 1:5000

LOA BALRANALD SHIRE

Suburb/Locality: LAKE BENANEE

Parish: TALLA

County: TALLA (27)

This is sheet 1 of my plan in 2 sheets. Delete if applicable.

Surveyors (Practical) Regulation 2001

I, ROBERT BRUCE FREEMAN, of 130 LANOTRE AVENUE, MILL MORA, 3505, a surveyor registered under the Surveyors Act 1926, hereby certify that the survey represented by this plan was conducted in accordance with the provisions of the Surveyors (Practical) Regulation 2001 and was completed on 10. DECEMBER 2003.

The survey refers to PARTS OF: LOTS 4, 19, 10 those specify the best eadly surveyed, or specify any land shown in the plan that is not the subject of the survey.

(Signed) *[Signature]*
 Datum: Δ "X" "Y"
 Zone: Δ "X" "Y"
 The Surveyor's Act 1926

Plans used in preparation of survey/compilation
 D.P. 807899 D.P. 1003527
 D.P. 1041533 D.P. 105136
 24-1978 25-1979
 6D-1979 6B-1979

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive easements.

PURSUANT TO THE PROVISIONS OF SECTION 84B OF THE CONVEYANCING ACT 1938-1984, IT IS INTENDED TO CREATE: 1. EASEMENT FOR SERVICES & RIGHT OF CARRIAGEWAY 20 WIDE

Crown Lands Office Approval

PLAN APPROVED: *[Signature]* Authorized Officer

Land District: *[Blank]*

Page No: *[Blank]*

Field Book: *[Blank]* pages

Subdivision Certificate

I certify that the provisions of section 84B of the Conveyancing Act 1938 have been satisfied in relation to the proposed subdivision of the land.

Section 84B(1)(a) of the Act

Authorised Officer: *[Signature]*

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(b) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(c) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(d) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(e) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(f) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(g) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(h) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(i) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(j) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(k) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(l) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(m) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(n) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(o) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(p) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(q) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(r) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(s) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(t) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(u) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(v) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(w) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(x) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(y) of the Act

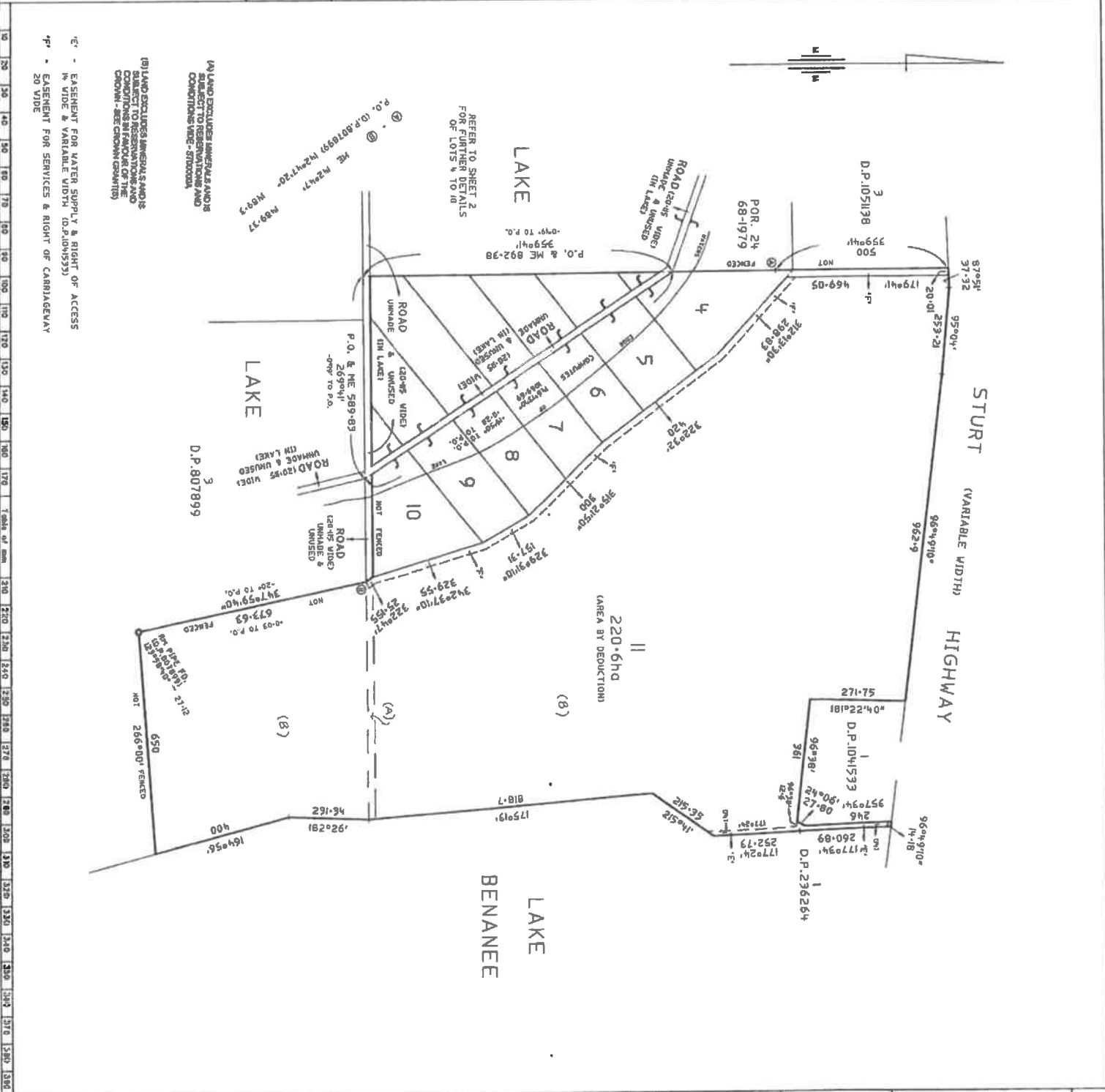
Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(z) of the Act

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*



PLAN APPROVED: *[Signature]* Authorized Officer

Land District: *[Blank]*

Page No: *[Blank]*

Field Book: *[Blank]* pages

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Authorised Officer: *[Signature]*

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Section 84B(1)(y) of the Act

Authorised Officer: *[Signature]*

Consent Authority: *[Signature]*

Date of instrument: *[Blank]*

Section 84B(1)(z) of the Act

Authorised Officer: *[Signature]*

Consent Authority: *[Signature]*

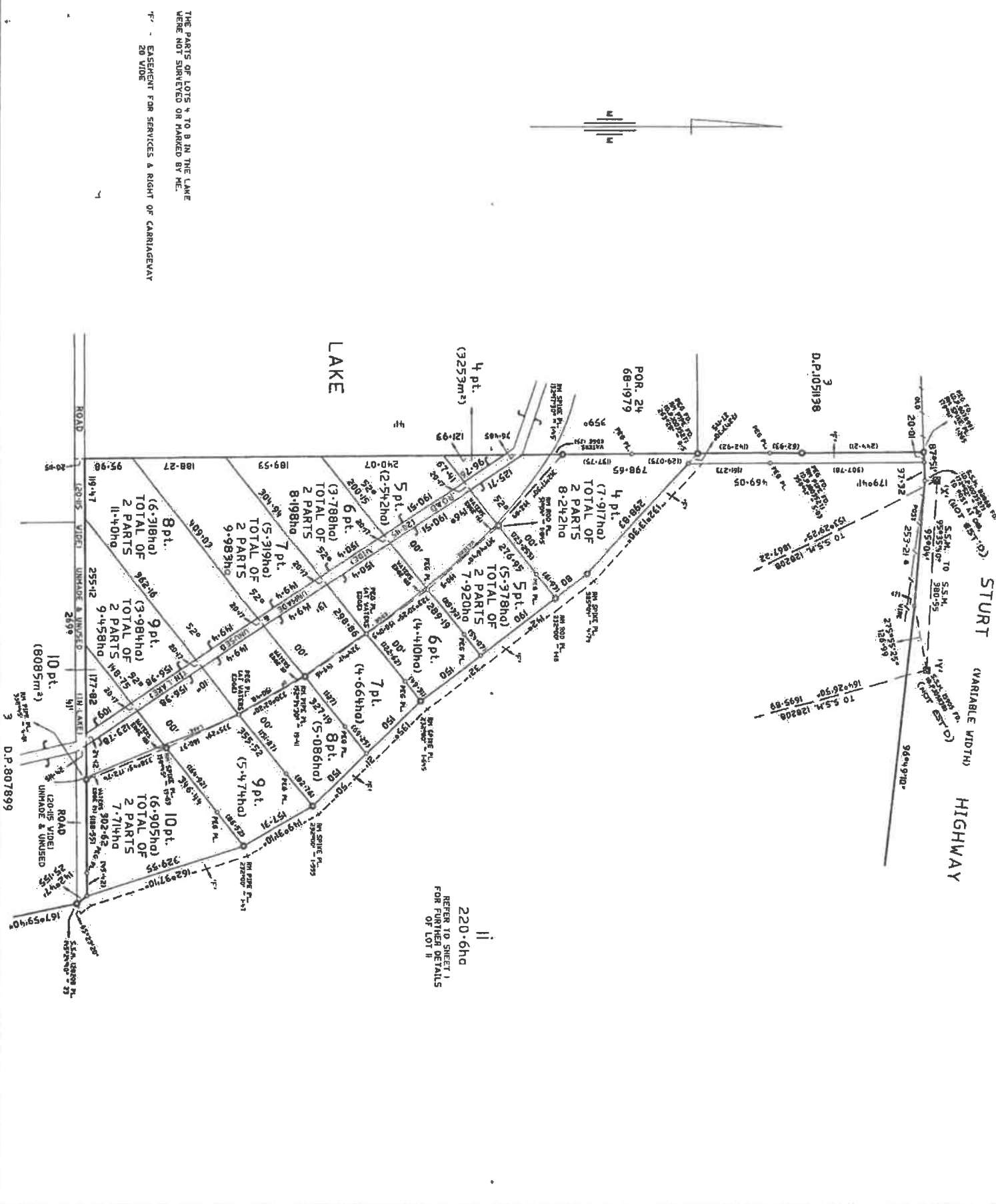
Date of instrument: *[Blank]*

Plan
Survey registered under Surveyors Act 852

This is sheet 2 of my plan of 8 sheets covered by subdivision certificate No. 42/202

Map

Authorised Person:
For any other space is insufficient in my plan on Plan Form 2



THE PARTS OF LOTS 4 TO 8 IN THE LAKE WERE NOT SURVEYED OR MARKED BY ME.
EASEMENT FOR SERVICES A RIGHT OF CARRIAGEWAY 20 WIDE

**INSTRUMENTS SETTING OUT TERMS OF EASEMENTS
INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919.**

LENGTHS ARE IN METRES

Sheet 1 of 2 Sheets

DP1064859 (E)

Being a subdivision of Lot 2
in Deposited Plan 807899
and Lot 2 in Deposited Plan
1041533

Full names and address of
proprietors of the land

JOHN WOODHEAD
of Sturt Highway
Euston 2737.

Full names and address
of Mortgagee

Nil

PART 1

- | | | |
|----|--|--|
| 1. | Identity of easement to be
created firstly referred to in
the plan | Easement for services
and right of carriage way
20 metres wide |
|----|--|--|

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

~~Lot 2 in DP 1041533~~
Lot 11
Lot 4

LOTS BENEFITED

Lots 4, 5, 6, 7, 8, 9 & 10
Lots 5,6,7,8,9, & 10

~~PART 2~~

- | | | |
|---|--|----------------|
| 1 | Identity of easement to be
created secondly referred to
in the plan | Not applicable |
|---|--|----------------|



7.11.2017
LOTS BURDENED & BENEFITED FOR EASEMENT NUMBERED 1 AMENDED VIDE AM850726 & 2017-652

DP1064859

**INSTRUMENTS SETTING OUT TERMS OF EASEMENTS
INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919.**

LENGTHS ARE IN METRES

Sheet 2 of 2 Sheets

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

LOTS BENEFITED

~~All Lots~~

All Lots

Signed by the said

John Woodhead

in the presence of:

.....

LYNN PARKER

CL-15-17 PERRIN ST.

ROBINVALE VIC.

REGIST. 25.2.2004

CERTIFICATE UNDER SECTION 10.7 (2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.

SHIRE OF BALRANALD
PO BOX 120, Balranald, NSW 2715

Certificate No. 54-2020/21
Receipt No:73531
Fees: \$53.00

Applicant: Full Name: Maloney Anderson Legal
Postal Address: 70 Deakin Ave
MILDURA VIC 3500
Reference: LKC:210547

DESCRIPTION OF LAND

Property:
Property Name/No.: 188 Assessment No.: 3068466
Street/Road Name: Dry Lake Road Locality: Euston NSW 2737
Lot/Section/DP: 10//1064859

Owner: Mr T.M. Smith
Postal Address: PO Box 733, Red Cliffs VIC 3498

(A) Where a local environment plan, a deemed environmental planning instrument or a draft local environmental plan has been placed on exhibition pursuant to the Act restrict, or purports to restrict, the purpose for which development may be carried out on the land – State:

- (i) the name of the instrument
- (ii) the purposes for which development may be carried out in accordance with the instrument
 - (a) without development consent and
 - (b) with development consent; and
- (iii) The purposes for which the carrying out of development is prohibited under that instrument.

Balranald Local Environmental Plan 2010

- (i) Balranald Local Environmental Plan 2010
- (ii) RU1, refer to attached Lot size and Land zoning maps, and Land use table
- (iii) as above

(B) Where the land is identified as being within a zone (within the meaning of an instrument referred to in paragraph (A) state:

- (i) the name of the instrument
- (ii) the purpose for which development may be carried out within that zone without development consent and with development consent; and
- (iii) the purposes for which the carrying out of development is prohibited within that zone.

Balranald Local Environmental Plan 2010

- (i) RU1
- (ii) As above
- (iii) As above

(C) Advise any matter relating to a State environmental planning policy or a regional environmental planning policy or draft regional environmental plan applying to the land, which the Minister has, generally or in any particular case, notified the council should be specified in the certificate.

See Attached Schedules

(D) State whether the erection of a dwelling-house on that land is prohibited by reason of a development standard relating to the minimum area on which a dwelling-house may be erected.	This lot has an existing dwelling right.
(E) State whether or not the demolition of any building on the land requires development consent to be obtained.	Yes, development consent would be required.
(F) State whether or not any development control plan applies to the land.	No.
(G) State whether any application to carry out development on the land would, at the time the application for the certificate was lodged, be the subject to a direction under Section 4.59 of the Act, and if so, the general nature of that direction.	No.
(H) State whether the land is or is not affected by the operation of Section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Public Works.	No.
(I) State whether or not the land has been proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act 1956.	No.
(J) State whether or not the land is affected by any road widening or road realignment under – (i) section 262 of the Local Government Act 1919 (ii) any environmental planning instrument; or (iii) any resolution of the council.	No.
(K) State whether or not the Council has by resolution adopted a policy to restrict the development of the land by reason of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence or any other risk.	No. However parts of the land may be subject to inundation by floodwater.
(L) <u>Matters Arising under the Contaminated Land Management Act 2008.</u> Has Council been advised that: (i) The land is within an investigation area or remediation site (ii) The lands is subject to an investigation or remediation order (iii) The land is the subject of a voluntary investigation proposal (or voluntary remediation proposal) that is the subject of the Environment Protection Authority's agreement under the Act (iv) The land is the subject of a site audit statement.	No. No. No. No.

<p>(M) Is Council aware of a Site Compatibility Certificate pertaining to this land under the Environmental Planning and Assessment Amendment (Site Compatibility Certificate) Regulation 2009</p> <p>Relating to Affordable rental housing And /or Infrastructure And / or Seniors Housing</p>	<p>No.</p>
---	------------

Date: 25 March 2021
Balranald Shire Council
Authorised Officer


.....
Ray Mitchell
Health & Development Officer

Any request for further information in connection with the above should be for the attention of
The Director Infrastructure & Development, Telephone No: (03) 5020 1300.

ANNEXURE TO APPLICATION

For Certificate under Section 10.7(5)

Certificate No. 54-2020/21

Environmental Planning and Assessment Act 1979

Pursuant to Section 10.7 (5): the applicant requests advice as to whether the matters raised by the enquiry hereunder affect the land described in the attached application.

Applicant	Name:	Maloney Anderson Legal
	Address:	70 Deakin Ave, MILDURA VIC 3500
	Reference:	LKC:210547
Owner	Name:	Mr T.M. Smith
	Postal Address:	PO Box 733, Red Cliffs VIC 3498
Property	Street No/Property Name:	188
	Street/Road Name:	Dry Lake Road
	Lot/ Section/ DP:	10//1064859
	Locality:	Euston NSW 2737
	Assessment:	3068466

ANNEXURE TO CERTIFICATE UNDER SECTION 10.7

Environment Planning & Assessment Act 1979

ISSUED IN RESPECT OF THE ABOVE LAND

Information requested	
(a) Is the land affected by a Residential District Proclamation?	No
(b) Is the land affected by a Tree Preservation Order?	No
(c) Has any development consent with respect to the land been granted within the previous two years?	No
(d) Any known non-compliance with matters relating to development approval?	No
(e) What is the current approved use of the property?	Residential
(f) Is the current use of the property in accordance with such approval?	Yes
(g) Is the land affected by any resolution of the Council to seek amendment of any environmental planning instrument or draft environmental planning instrument to the land?	No
(h) Any other known matter of which Council is aware that applies to the subject land?	The land is identified on the sensitive land overlays of the Balranald LEP 2010.

The above information has been taken from the council's records but Council cannot accept responsibility for any omission or inaccuracy.

Date: 25 March 2021

Fee Paid: \$80.00

Receipt No: 73531

Balranald Shire Council
Health and Development Officer –  Ray Mitchell

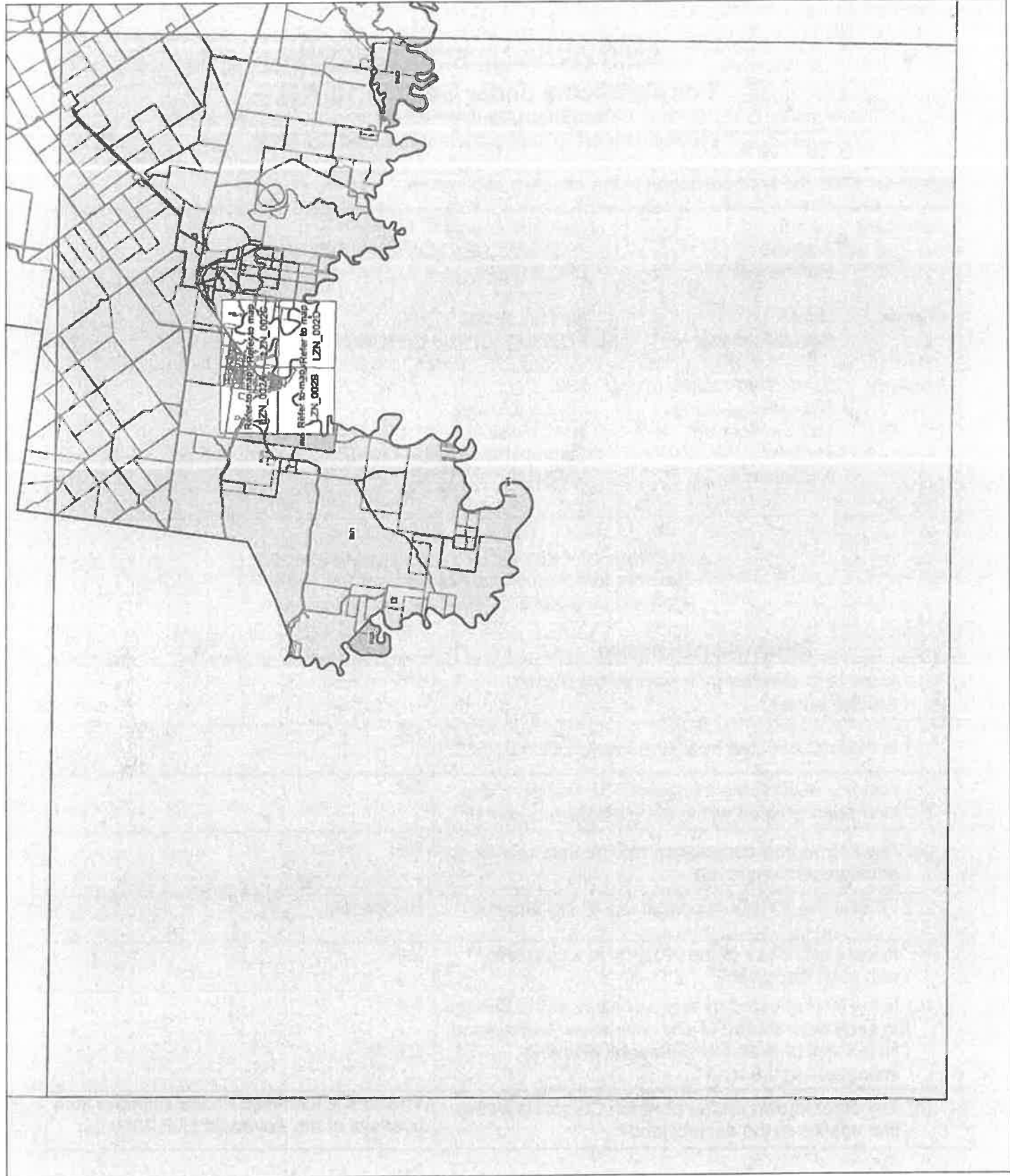
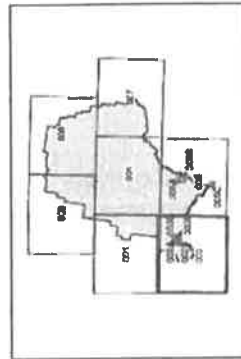
Any request for further information in connection with the above should be to the attention of the Director Infrastructure and Development. Telephone (03) 5020 1300.



Bairnald Local Environmental Plan 2010

Land Zoning Map - Sheet LZN_002

Zone	Description
E1	National Parks & Nature Reserves
RU1	Primary Production
RU3	Forestry
RU4	Rural Small Holdings
RU5	Village
W1	Natural Waterways
W2	Recreational Waterways
Cadastral	Cadastral
	Cadastral 1:50,000 (c) Dept of Lands





**Ballarald Local
Environmental
Plan 2010**

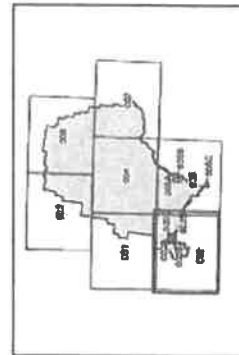
Lot Size Map - Sheet LSZ_002

Minimum Lot Size

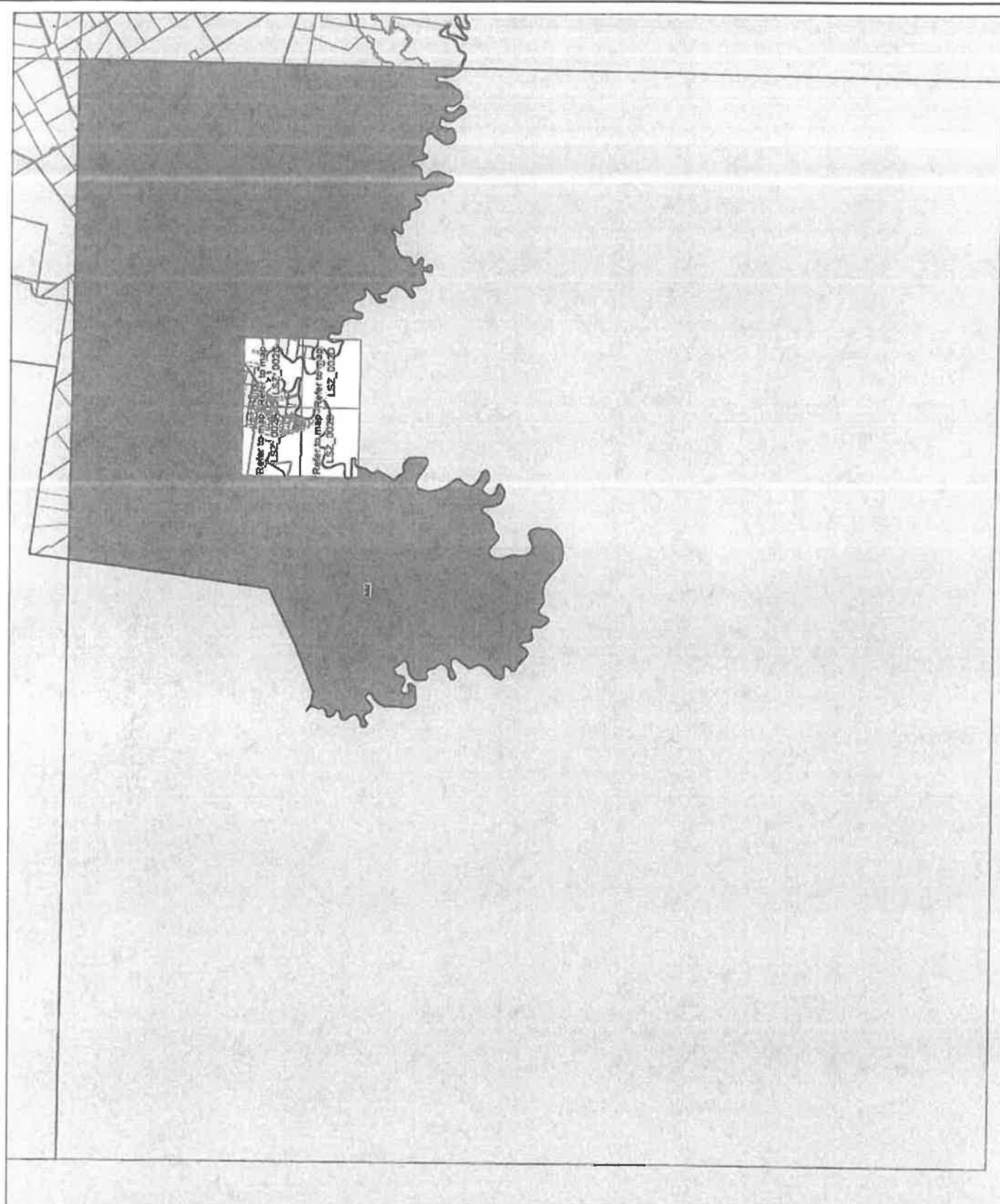
M	600 sqm
U	1200 sqm
W	4000 sqm
AB1	16 ha
AB2	40 ha

Cadastral

 Cadastral 118103 (c) Dept of Lands



North Arrow
Scale: 1:200,000 @ A3
Prepared: 08/10/10
Zone 54





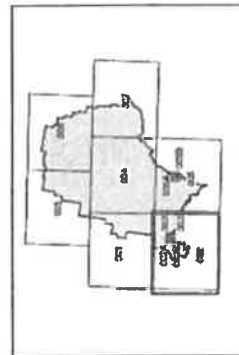
**Bairnald Local
Environmental
Plan 2010**

**Flood Planning Area Map
- Sheet FLD_002**

Flood Planning Area

 Land subject to flooding

 Cadastre 1/0/03 (c) Dept of Lands

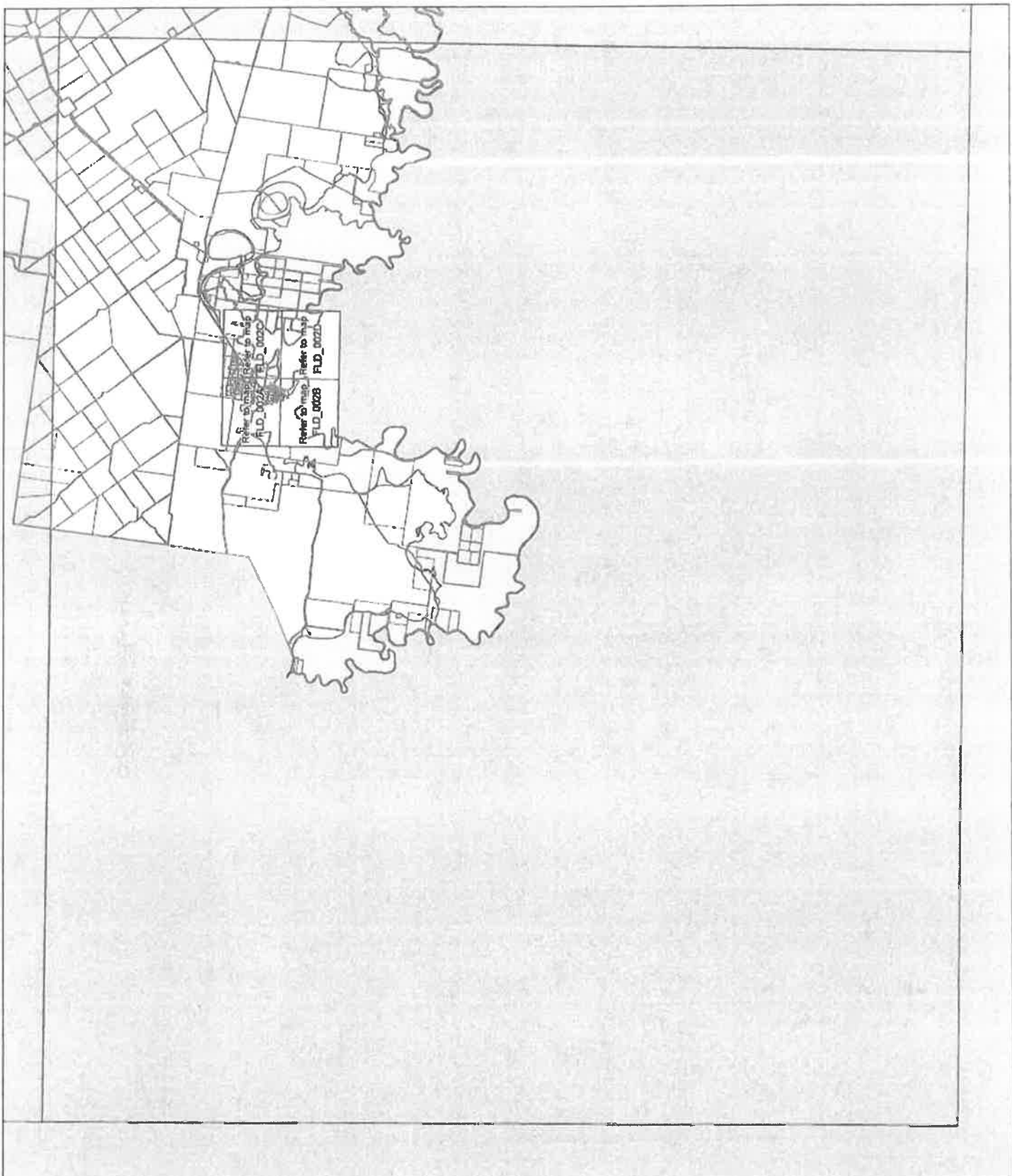


Projection: GDA 1984
Zone 54



Scale: 1:200,000 @ A3



Map Identifier Number:
env_2010_fld_002_000_000000

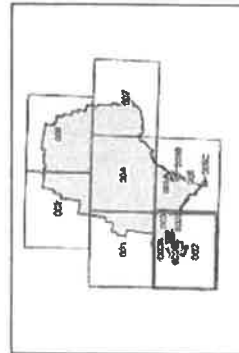




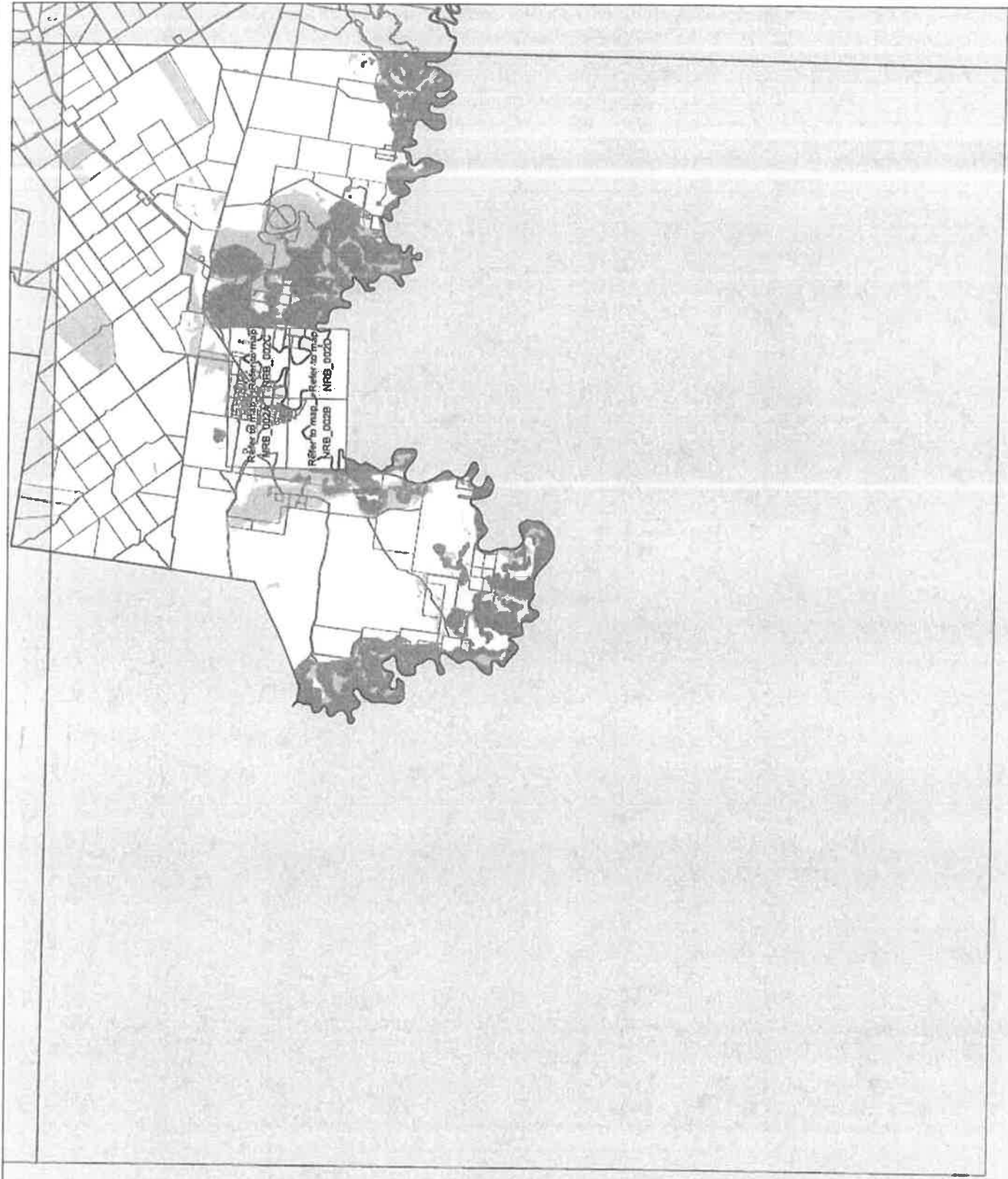
**Bairnald Local
Environmental
Plan 2010**

**Natural Resources Sensitivity
- Biodiversity Map
- Sheet NRB_002**

- Biodiversity**
-  Wetlands
-  High Conservation Value
Native Vegetation
- Cadastre**
-  Cadastre 1/2003 (c) Dept of Lands



Projection: GCS, UTM
Datum: WGS 84











**Bairnald Local
Environmental
Plan 2010**

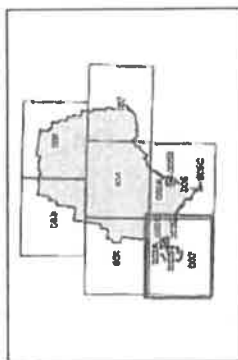
**Riparian Land Map
Waterways Map
Groundwater Vulnerability Map
Sheet CL1_002**

- Riparian Lands**

 -  Vulnerable Riparian
 -  Waterways
 -  Wetlands

- Groundwater Vulnerability**

 -  Groundwater Vulnerability
 -  Cadastre
 -  Cadastre 1:8000 (e) Dept of Lands

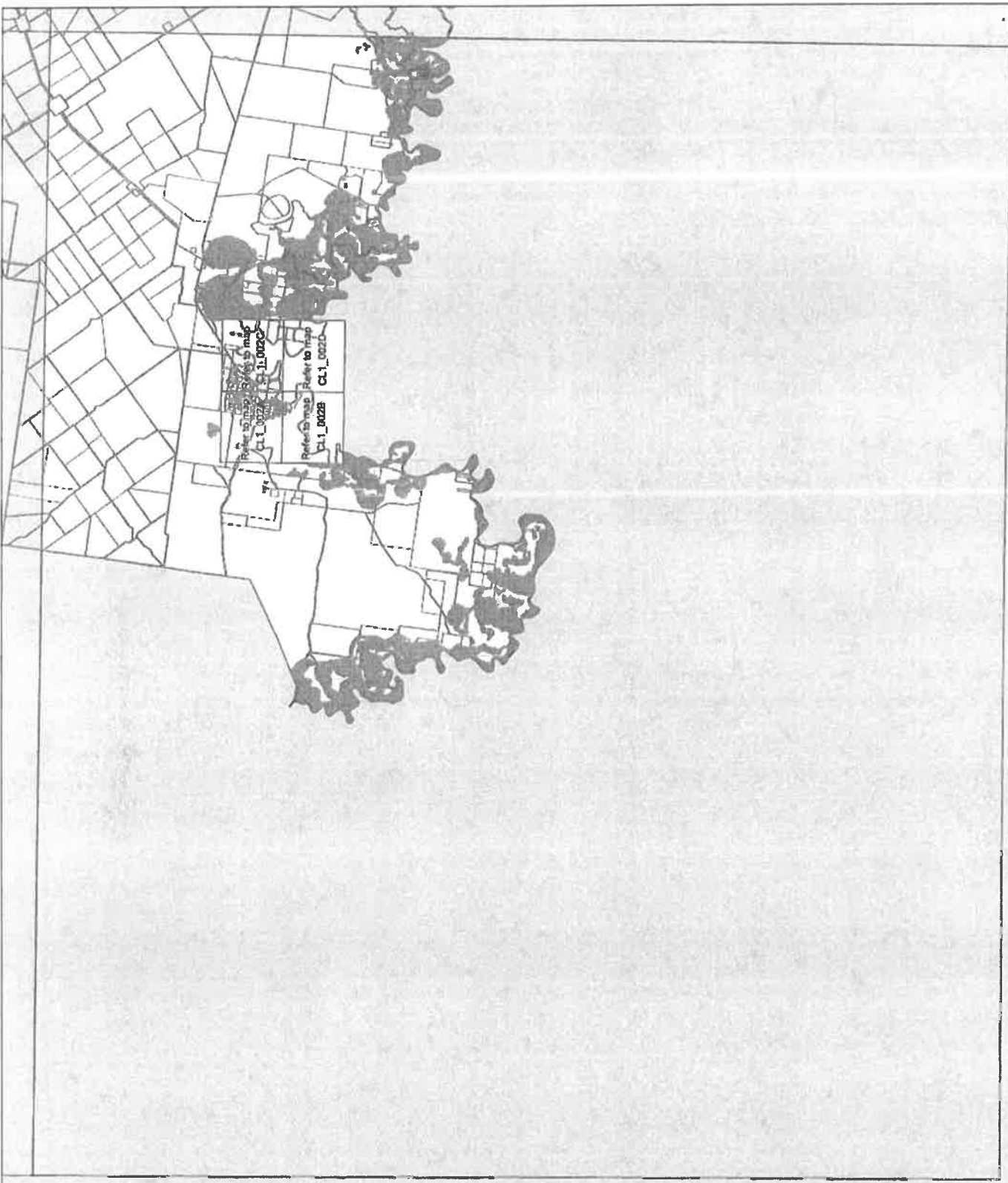






Scale: 1:200,000 @ A3

Approved GDA 1984
Zone 54



Balranald Local Environmental Plan 2010

Current version for 1 February 2021 to date (accessed 10 March 2021 at 9:29)

Part > pl-cg1.Zone_RU1

Zone RU1 Primary Production

1 Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage development that is in accordance with sound management and land capability practices, and that takes into account the environmental sensitivity and biodiversity of the locality.
- To support rural communities.
- To ensure the provision of accommodation for itinerant workers.

2 Permitted without consent

Environmental facilities; Environmental protection works; Extensive agriculture; Farm buildings; Forestry; Home occupations; Intensive plant agriculture; Roads

3 Permitted with consent

Agriculture; Air transport facilities; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat building and repair facilities; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Correctional centres; Crematoria; Depots; Dwelling houses; Extractive industries; Farm stay accommodation; Flood mitigation works; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Hotel or motel accommodation; Industries; Information and education facilities; Intensive livestock agriculture; Moorings; Open cut mining; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Roadside stalls; Rural industries; Rural workers' dwellings; Storage premises; Veterinary hospitals; Water recreation structures; Water supply systems

4 Prohibited

Light industries; Transport depots; Any other development not specified in item 2 or 3

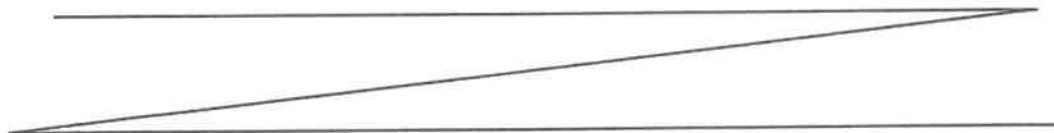
SCHEDULE 2

State Environmental Planning Policies applying to Zone RU1 (Primary Production) or RU4 (Rural Small Holdings) Lands

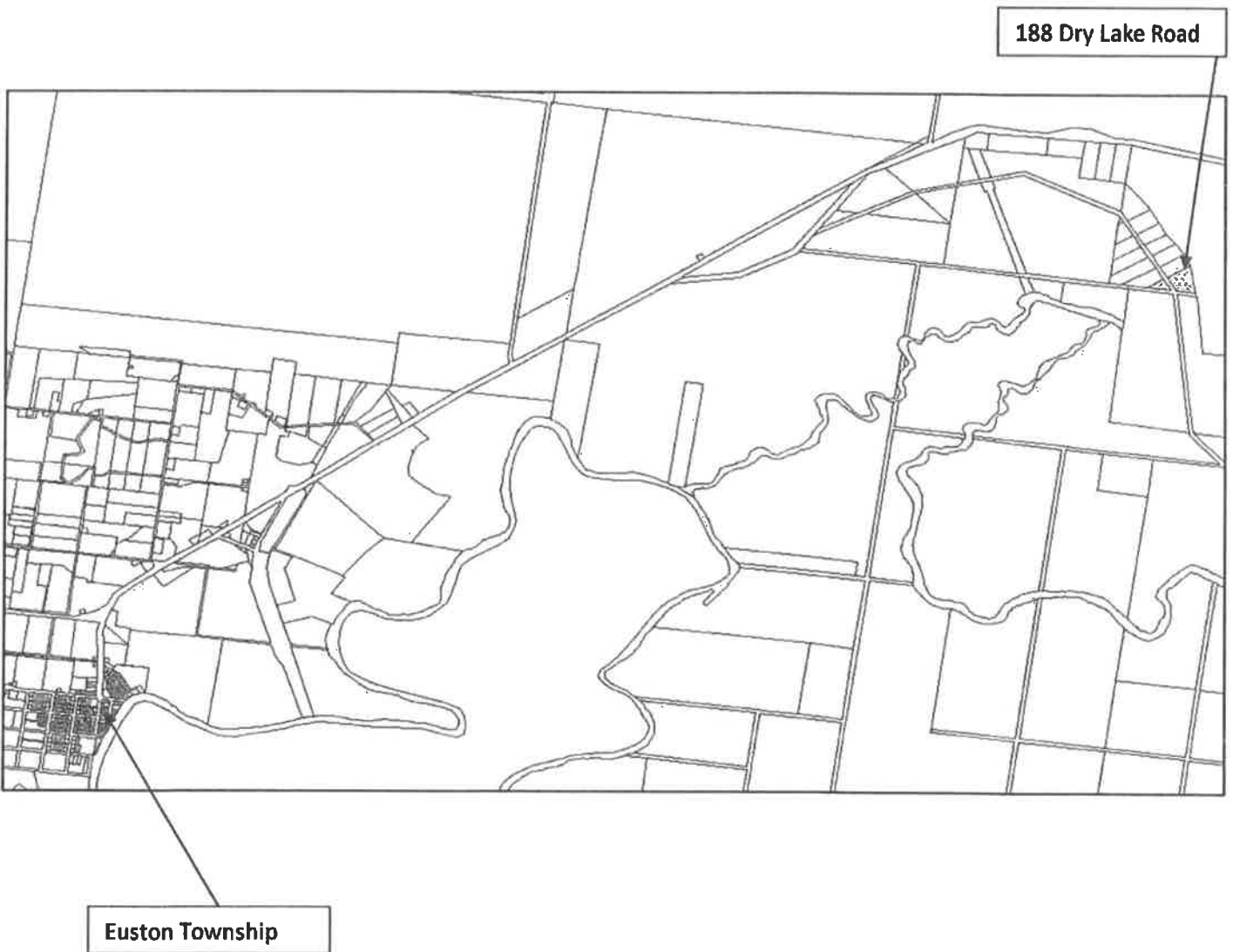
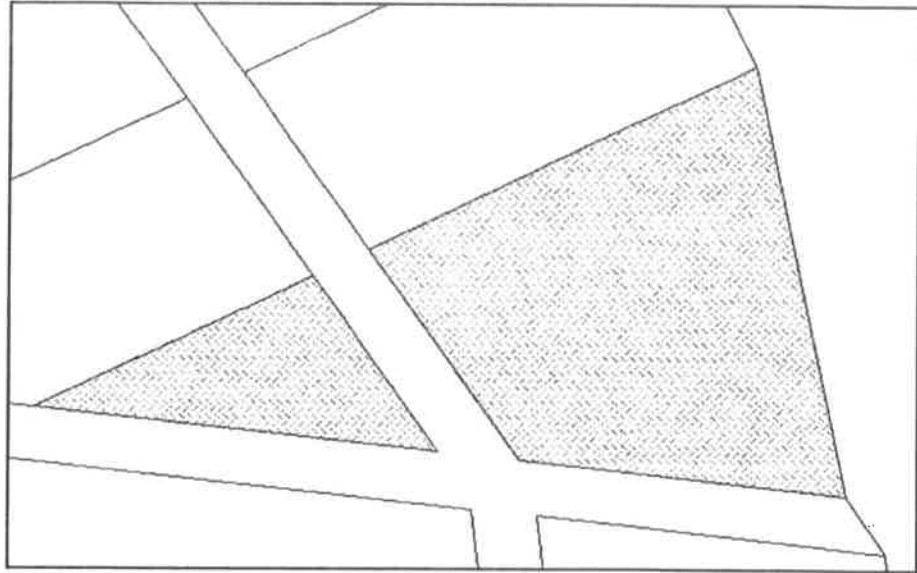
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Concurrences and Consents) 2018
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing For Seniors or People with a Disability) 2004
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- State Environmental Planning Policy (Primary Production and Rural Development) 2019
- State Environmental Planning Policy no 21--Caravan Parks
- State Environmental Planning Policy no 33--Hazardous and Offensive Development
- State Environmental Planning Policy no 36--Manufactured Home Estates
- State Environmental Planning Policy no 55--Remediation of Land
- State Environmental Planning Policy no 64--Advertising and Signage
- State Environmental Planning Policy no 65--Design Quality of Residential Flat Development
- State Environmental Planning Policy no 70--Affordable Housing (revised schemes)

Regional Environmental Plans Applying to Primary Production or Rural Small Holdings Zones (RU1 or RU4) Lands:

1. Murray R.E.P No 2 - Riverine Land.
Controls development activities with the potential to adversely effect the riverine environment of the Murray River and it's tributaries and associated water bodies.



Certificate 54-2020/21
188 Dry Lake Road, Euston
Lot 10 DP 1064859





BALRANALD SHIRE COUNCIL

ALL COMMUNICATIONS
MUST BE ADDRESSED TO
THE GENERAL MANAGER

70 Market Street, Balranald NSW 2715
PO Box 120, Balranald NSW 2715

Tel: 03 5020 1300

Fax: 03 5020 1620

Email: council@balranald.nsw.gov.au

Web: www.visitbalranald.com.au

Contact: RM:NMR:D21.49377:54-2020/21

25 March 2021

Maloney Anderson Legal
70 Deakin Ave
MILDURA VIC 3500

Dear Applicant,

Re: Drainage Diagram for 188 Dry Lake Road Euston NSW 2737
For: Mr T.M. Smith
Your Ref: LKC:210547

In reply to your request, Council advises that no drainage diagram is on record for (Lot/Section/DP) 10//1064859, 188 Dry Lake Road Euston NSW 2737.

This property is outside the urban area so it is not connected to the town's main sewer system. Therefore it is the responsibility of the property owner to maintain drainage and sewer services.

For further information regarding this matter, please do not hesitate to contact the Council office on 03 5020 1300.

Yours faithfully,

Ray Mitchell
Health and Development Officer

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.

188 Dry Lake Road
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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. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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:**

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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 transfer 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. More information is available from the ATO.**

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

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

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>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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 22 of the Swimming Pools Regulation 2018).

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* or by payment by electronic funds transfer 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under 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 *GSTRW 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 *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 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 lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 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;
 - *FRCGW remittance* payable;
 - *GSTRW 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;
- 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 Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can, before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* 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 *servicing* 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 disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 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 an *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 the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot 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 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 *Lodgment 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*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 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;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before 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 computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 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 *Lodgment 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
- 30.13.2 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* 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;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<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 <i>Electronically Tradeable</i> 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>ECNL</i> ;
<i>populate title data</i>	to complete data fields in the <i>Electronic Workspace</i> ; and 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 *FRCGW remittance* 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 *FRCGW remittance*.
- 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.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the *Division*).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the *Division*.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

788 Dry Lake Road, Euston NSW 2737