

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Collie and Tierney First National Real Estate</b> 67 Lime Avenue, Mildura, VIC 3500	<b>Phone: 0350 21 2200</b> <b>Fax: 03 5021 1213</b> <b>Ref: Brenton Love</b>
co-agent		
vendor	<b>Daniel Owen Tankard</b> 155 Langtree Avenue, Mildura, VIC 3500	
vendor's solicitor	<b>Holcroft Lawyers</b> 143 Langtree Avenue, MILDURA VIC 3500 DX 50020 MILDURA	<b>Phone: (03) 5022 2622</b> <b>Email: mholcroft@holcroftlawyers.com</b> <b>Fax: (03) 5022 2649</b> <b>Ref: MBH:KE:21-0276</b>
date for completion land (address, plan details and title reference)	<b>Within</b> <b>days from the date hereof, or earlier by agreement</b> (clause 15) <b>1 Murray Way, Buronga, New South Wales 2739</b> <b>Registered Plan: Lot 12 Plan DP 285896</b> <b>Folio Identifier 12/285896</b>	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: SHED	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked <del>or as numbered</del> : <input type="checkbox"/> other documents:	

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

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

vendor

**GST AMOUNT (optional)**  
The price includes  
GST of: \$

witness

purchaser    **JOINT TENANTS**    ☐ tenants in common    ☐ in unequal shares

witness

**Choices**

Vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes

Nominated **Electronic Lodgment 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 **GSTRW payment** (GST 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 (GST 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 supplier is a partnership, a trust, 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

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input checked="" type="checkbox"/> 23 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input checked="" type="checkbox"/> 27 certificate of compliance</p> <p><input checked="" type="checkbox"/> 28 evidence of registration</p> <p><input checked="" type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 32 property certificate for strata common property</p> <p><input type="checkbox"/> 33 plan creating strata common property</p> <p><input type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input checked="" type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input checked="" type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input checked="" type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 58 other document relevant to the off the plan contract</p> <p><b>Other</b></p> <p><input checked="" type="checkbox"/> 59 Wentworth Shire Council s.603 Certificate</p> <p><input checked="" type="checkbox"/> 60 correspondence dated 7 June 2021 from Murray Gardens Estate with enclosures</p>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

Special Conditions  
(for the sale of 1 Murray Way Buronga)

BETWEEN      DANIEL OWEN TANKARD of 13 Murray Way Buronga  
(Vendor)  
AND  
                    of  
(Purchaser)  
Individually referred to as 'party' and, if more than one, as 'parties'.

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These special conditions are in addition to the pre-printed General Conditions of the contract for the sale of land of the Law Society of NSW. They are intended to expand upon the rights and obligations of the parties as set out in the said general Conditions, save where expressly stated otherwise. If there is a conflict between these special conditions and the pre-printed General Conditions, then these special conditions shall prevail.

No clause or special condition shall merge on completion, termination, or cancellation where such clause expressly has, or may reasonably be interpreted as having, a continuing effect after completion, termination, or cancellation.

**1. Auction**

The following conditions are prescribed as applicable to and in respect of the sale by auction of land.

- 1.1 The Vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- 1.2 A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor.
- 1.3 When making a bid on behalf of the Vendor or accepting a bid made by or on behalf of the Vendor, the auctioneer must clearly state that the bid was made by or on behalf of the Vendor or auctioneer
- 1.4 The highest bidder is the purchaser, subject to any reserve price.
- 1.5 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 1.6 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Vendor.
- 1.7 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- 1.8 A bid cannot be made or accepted after the fall of the hammer.
- 1.9 As soon as practicable after the fall of the hammer the purchaser is to sign the Contract of Sale and pay the deposit.
- 1.10 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

## **2. Completion – time of the essence**

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- 2.1 Completion shall occur on the due date for completion set out in the particulars of sale and in this respect time shall be of the essence.

## **3. Completion – release of interests in land**

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- 3.1 Upon completion, if applicable, the Vendor will cause any mortgage to be discharged or caveat to be withdrawn (as the case may be) of any mortgage or caveat registered on the title to the property and will allow the Purchaser the registration fee/s payable on such discharge of mortgage or withdrawal of caveat as an additional adjustment against the purchase price.
- 3.2 The Purchaser shall make no requisition or objection requiring the registration of such discharge of mortgage or withdrawal of caveat prior to completion.

## **4. Late completion – notice to complete**

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- 4.1 It is hereby agreed between the parties that if either party fails to complete this contract by the due date for completion, then the party ready and willing to proceed to completion shall be entitled to serve a Notice to Complete on the party failing to complete.
- 4.2 The Notice to Complete must:
- (a) Specify the particulars of the breach;
  - (b) state that unless the breach is remedied within 14 days of the notice being served, then that party will be in default of the contract and it is the offended party's intention to exercise the rights arising from the default; and
  - (c) request the reasonable costs incurred arising from the breach including the preparation and serving of the Notice to Complete, and interest accruing during the notice period, are paid.
- 4.3 For the purpose of this contract any such Notice to Complete shall be deemed both at law and in equity to be sufficient notice to make time of the essence of this contract.
- 4.4 For the avoidance of doubt, failing to comply with a Notice to Complete shall be a default on the contract upon which General Condition 23 shall apply.

## **5. Late completion – payment of interest**

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- 5.1 If completion is not effected on the nominated day for settlement due to any reason other than the default of the Vendor, then the Purchaser must pay to the Vendor interest on the balance of the purchase price at the rate of 12.00% per annum from the date nominated for completion until and including the actual day of completion.

## **6. Termination – death, mental illness, bankruptcy**

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- 6.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein should either party prior to completion:
- (a) die or become so mentally ill that his or her affairs are liable to be administered by the Protective Commissioner prior to completion of this Contract, then the other party may by notice in writing to the Vendor or Purchaser as the case may be, rescind this Contract whereupon General Condition 19 shall apply and where there are more

than one Vendor or Purchaser, then the provisions of this further condition shall apply where either the Vendor or Purchaser as the case may be shall die or become bankrupt prior to completion hereof.

- (b) 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 winding up presented or enter into any scheme or arrangement with its creditors or should any liquidator, receiver or official manager be appointed in respect of the affairs of either party then that party shall be deemed to be in default hereunder whereupon General Condition 19 shall apply.

## **7. Miscellaneous - Purchaser acknowledgements**

7.1 The Purchaser acknowledges that in entering into this agreement the Purchaser does not rely upon any warranty or representation made by the Vendor or by any person on behalf of the Vendor except such as may be expressly provided herein or implied by virtue of Section 52A *Conveyancing Act* 1919 (as amended) but instead has relied entirely upon the Purchaser's own inquiries and inspection of the property and in consideration of the Vendor entering into this Contract, the parties expressly agree that this acknowledgement may be pleaded in bar to any action by the Purchaser against the Vendor at law or in equity for breach of any such warranty or representation.

7.2 Subject to the provisions of this Contract and where not inconsistent with the provisions of Section 66L *Conveyancing Act* 1919 (as amended) the Purchaser acknowledges that having had the opportunity of inspecting the property hereby sold (including the fixed and permanent improvements) is deemed to purchase the same with full notice of the state and condition thereof and every part thereof subject to fair wear and tear pending completion. The Purchaser shall make no requisition or objection or claim any compensation in respect of the state and condition thereof, or in relation to any matter contained or referred to in any Certificate issued by the Shire of Wentworth under Section 10.7(2) & (5) *Environmental Planning and Assessment Act* or in any annexure to such certificate relating to the property or any part of it.

7.3 The Purchaser acknowledges that he is purchasing the property and shall take title thereto subject to existing water, sewerage, drainage, gas and electricity, telephone or other installations or services (hereinafter in the condition referred to as "any service") and shall not make any requisition, objection or claim for compensation in respect of:-

- a. the nature, location, availability or non-availability of any service; or
- b. if any such service is a joint service with any other property or properties; or
- c. if any service for any other property or properties of the main, pipes, wires of connection therefore pass through or over the property and vice versa; or
- d. whether or not the property is subject to or has the benefit of any rights easements or agreements in respect of any service of the mains, pipes or connections thereto.

7.4 The Purchaser having had the opportunity of comparing the land inspected by him with that described in the particulars of title as the title to such land shall take no objection make no requisition and claim no compensation by reason of any discrepancies between the actual area, boundaries, measurements or position of the land as occupied and the same as shown or described in the said particulars of title nor shall the Purchaser be entitled to call upon the Vendor to amend title or to bear or to contribute to the expense of any amendment of title.

7.5 The Purchaser agrees that for the purpose of General Condition 4.3 of this Contract:

- (a) that sufficient particulars of title for the preparation of the Transfer (and of any covenant or easement agreed to be created by or with the Transfer) are contained in this Contract; and
- (b) that they shall not request the Vendor to provide a statement of the Vendor's title to the land.

#### **8. Miscellaneous - Vendor warranties**

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

- (a) Has, or by the due date for settlement will have, the right to sell the property; and
- (b) Is under no legal disability; and
- (c) Is in the possession of the property, either personally or through a tenant; and
- (d) There are no encroachments by or upon the property except for any fencing irregularities; and
- (e) Has not made a material misdescription of the property in the contract summary or anything attached; and
- (f) Has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is currently over the property and which gives another party rights which have priority over the interest of the purchaser.

8.2 Except as otherwise disclosed in this Contract the Vendor warrants at the Contract date that the Vendor has no knowledge of any of the following:

- (a) Public rights of way over the property;
- (b) Easements burdening the land;
- (c) Latent defects in the property;
- (d) Lease or other possessory agreement affecting the property;
- (e) Notice or order affecting the property which will not be dealt with at settlement other than the usual rate notices and any land tax notices;
- (f) Legal proceedings which would render the sale of the property void or voidable or capable of being set aside.

#### **9. Miscellaneous - No requisitions**

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9.1 The parties agree that the warranties as to Title and affectations given by the Vendor in special condition 8 replace Purchaser requisitions at General Condition 5 of this contract. For the avoidance of doubt, General Condition 5 is deleted from this contract.

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

#### **10. Miscellaneous - right to deal**

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10.1 If a party is an individual, then that party covenants that they are not bankrupt and no bankruptcy proceedings have been commenced against them.

10.2 If a party is a proprietary limited company, then that party covenants that it is duly incorporated and has full corporate power to own property and to carry on business, has the power to enter into and perform this contract, is solvent, no receiver administrator or liquidator has been appointed, no proceedings have been

commenced to wind up the company and no action has been taken or threatened to be taken to seize or take possession of any of its' assets.

- 10.3 If any party, whether an individual or a proprietary limited company, is as a trustee of a trust, then that party further covenants that they are the only trustee(s), the trust deed discloses all of the terms of the trust, has the power under the trust deed to make this contract, it is not in material default under the trust deed and that it has a right to be indemnified fully out of the trust assets in respect of all obligations and liabilities incurred by it under this contract.

#### **11. Miscellaneous – whole agreement**

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- 11.1 The provisions contained in this contract expressly or by statutory implication comprise the whole agreement between the parties. The parties agree that no provisions are implied in their agreement or arise between them by way of any other agreement and the existence of any other agreement is expressly negated.

#### **12. Purchaser Guarantee**

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- 12.1 If the Purchaser is an incorporated body other than a company listed on the Australian Stock Exchange the Purchaser shall procure not less than two of its directors or two of the members of its committee (as the case may be) to execute a Guarantee and Indemnity of the obligations of the Purchaser in the form of the Guarantee and Indemnity annexed and marked with the letter "A".



## DEED OF GUARANTEE AND INDEMNITY

## SCHEDULE

1. Full name:

2. Full name:

day of

in the presence of :

**in the presence of :**



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 12/285896

SEARCH DATE	TIME	EDITION NO	DATE
17/5/2021	12:00 PM	4	5/8/2019

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 12 IN NEIGHBOURHOOD PLAN DP285896  
AT BURONGA  
LOCAL GOVERNMENT AREA WENTWORTH  
PARISH OF MOURQUONG COUNTY OF WENTWORTH  
TITLE DIAGRAM DP285896

## FIRST SCHEDULE

DANIEL OWEN TANKARD (T AP440783)

## SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/285896
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE NEIGHBOURHOOD PLAN
- 4 THIS NEIGHBOURHOOD SCHEME DOES NOT FORM PART OF A COMMUNITY SCHEME
- 5 DP285896 EASEMENT FOR RISING MAIN AND TO DRAIN WATER AND SEWAGE 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 6 DP285896 EASEMENT FOR RISING MAIN AND TO DRAIN WATER AND SEWAGE 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 7 AP440784 MORTGAGE TO WESTPAC BANKING CORPORATION

## NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

21-0276

PRINTED ON 17/5/2021

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



FOLIO: 1/285896

SEARCH DATE	TIME	EDITION NO	DATE
17/5/2021	12:05 PM	1	12/1/2005

LAND

THE NEIGHBOURHOOD PROPERTY WITHIN LOT 1 IN NEIGHBOURHOOD PLAN  
DP285896  
AT BURONGA  
LOCAL GOVERNMENT AREA WENTWORTH  
PARISH OF MOURQUONG COUNTY OF WENTWORTH  
TITLE DIAGRAM DP285896

FIRST SCHEDULE

NEIGHBOURHOOD ASSOCIATION DP285896  
ADDRESS FOR SERVICE OF DOCUMENTS:  
MURRAY GARDENS PRIVATE ESTATE  
C/- MICHAEL GOLITSCHENKO  
PO BOX 403  
BURONGA, NSW 2739

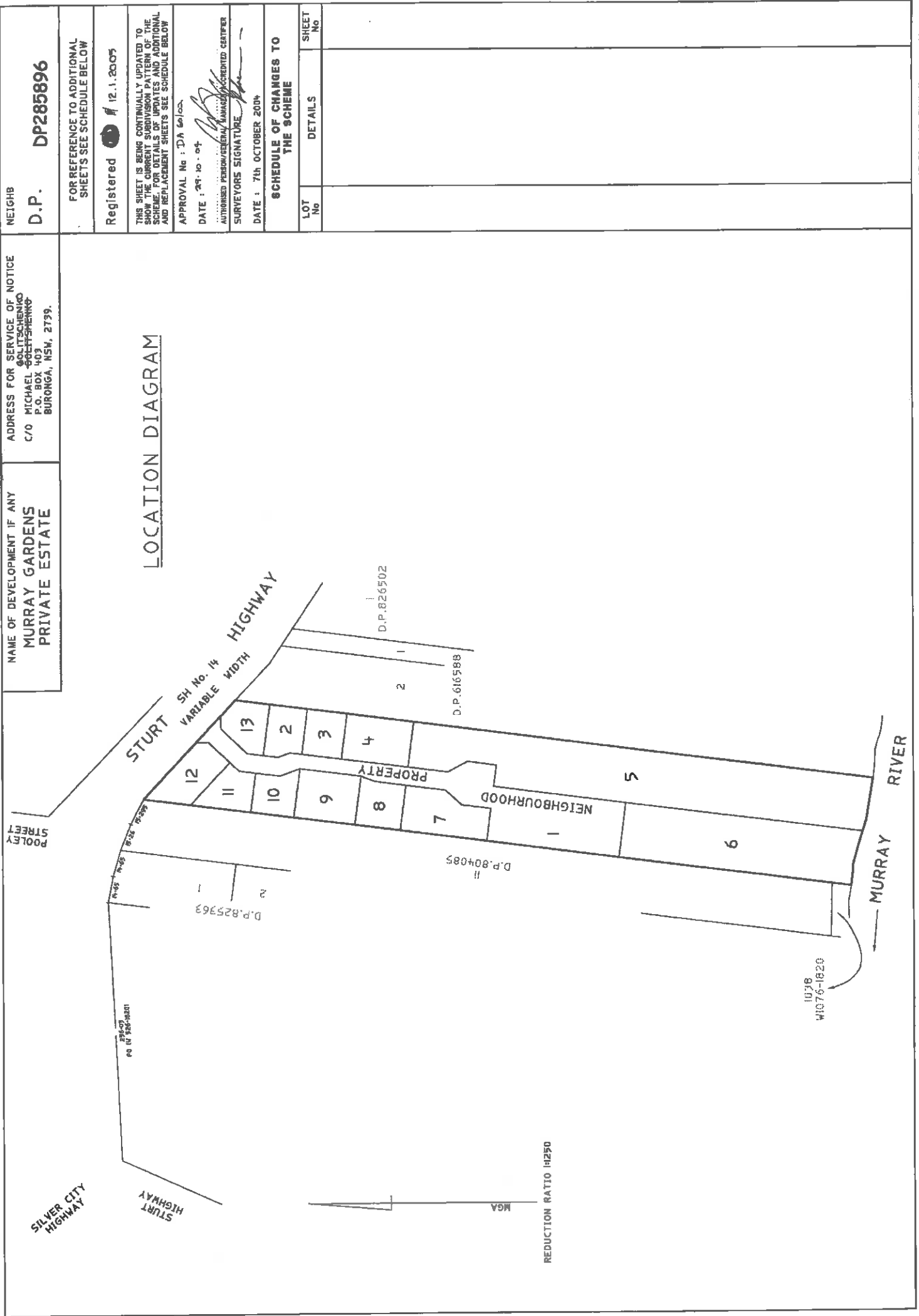
SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE NEIGHBOURHOOD PLAN
- 3 THIS NEIGHBOURHOOD SCHEME DOES NOT FORM PART OF A COMMUNITY SCHEME
- 4 DP285896 EASEMENT FOR RISING MAIN AND TO DRAIN WATER AND SEWAGE 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*









DP285896

Registered: 12.1.2005

This is sheet 5 of my plan in 5 sheets dated 7-10-2004

Surveyor registered under Surveying Act 2002

This is sheet 5 of the plan of 5 sheets approved by subdivision certificate No. 16/104

Authorised Person/Engineer/Chartered Civil Engineer  
For use where copies in duplicate is only used on Plan Form 2

INITIAL SCHEDULE OF UNIT ENTITLEMENTS

LOT	UNIT ENTITLEMENT		SUBDIVISION
	NEIGHBOURHOOD PROPERTY		
1	50		
2	50		
3	80		
4	250		
5	190		
6	60		
7	50		
8	60		
9	50		
10	50		
11	80		
12	50		
13	1000		
TOTAL			

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE NEIGHBOURHOOD SCHEME WHICH IS SUBJECT TO BE DEVELOPED OR AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 50 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON REPLACEMENT SHEETS OF THIS PLAN WHICH WILL BE NUMBERED SHEET 5A OR 5C ETC. AS THE CIRCUMSTANCES REQUIRE.

I, ROBERT BRUCE FREEMAN OF MILDURA BEING A SURVEYOR REGISTERED UNDER THE SURVEYING ACT 2002 CERTIFY THAT THE VALUATION HAS BEEN MADE AND THAT THE UNIT ENTITLEMENT ARE BASED UPON ESTIMATION OF THE RELATIVE VALUES OF THE LOTS BY THE DEVELOPER.

Signature

DATE: 7th OCTOBER 2004

Reduction Ratio



## DP 285896

### COVER SHEET FOR SECTION 88B INSTRUMENT

.....  
**ATTENTION**  
.....

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	12. 1. 2005	5	8

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND  
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT (DOC.1)  
TO SECTION 88B OF THE CONVEYANCING ACT 1919

Widths are in Metres

(Sheet 1 of 8 sheets)

**DP285896**

DOCUMENT 1

Full name and address of

proprietors of the land

**PART 1**

Plan of Subdivision of Lot 459 in DP 756961  
Parish of Mourquong, County of Wentworth  
covered by Council Certificate No. 16 of 2004.

**MICHAEL JOHN GOLITSCHENKO AND  
SONYA LEAH GOLITSCHENKO**

of Lot 6, 40-46 Sturt Highway, Buronga in the  
State of New South Wales

1. Identity of easement  
Firstly referred to in  
abovementioned plan

Easement for rising main and to drain water and  
sewage 3.00 wide

**Schedule of Lots etc. affected**

Lots Burdened :

7,8,9,10,11,and 12

Lots or Authority Benefited

All other lots

2. Identity of easement  
Secondly referred to in  
abovementioned plan

Easement to drain sewage  
1.00 and 2.00 wide

**Schedule of Lots etc. affected**

Lots Burdened

2

3

9

Lots or Authority Benefited

13

2, 4 & 13

2, 3, 4 & 13

This is sheet 1 of an 8 sheet instrument

M. Golitschenko

Sonya Golitschenko

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND  
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT 1919

(DOC.1)

**DP285896**

Plan of Subdivision of Lot 459 in DP 756961  
Parish of Mourquong, County of Wentworth  
covered by Council Certificate No. 16 of 2004.

3. Identity of easement Easement for rising main 2.00 wide  
Thirdly referred to in  
abovementioned plan

Schedule of Lots etc. affected

Lots Burdened

8

Lots or Authority Benefited

4

4. Identity of easement Easement for services 2.00 wide  
Fourthly referred to in  
Abovementioned plan

Schedule of Lots etc. affected

Lots Burdened

5

Lots or authority Benefited

Lot 6

5. Identity of easement Easement for rising main 3.80 wide  
Fifthly referred to in  
abovementioned plan

Schedule of Lots etc. affected

Lots Burdened

6

Lots or Authority Benefited

5

This is sheet 2 of an 8 sheet instrument

.....M Goldschmidt

.....Jenny Goldschmidt

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND  
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Doc.1)

**DP285896**

Plan of Subdivision of Lot 459 in DP 756961  
Parish of Mourquong, County of Wentworth  
covered by Council Certificate No. 16 of 2004.

**PART 2**

1. **TERMS OF EASEMENT FOR RISING MAIN AND TO DRAIN WATER AND  
SEWAGE 3.00 WIDE**

- (a) Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all time by means of pipes to pump water in any quantities across and through land herein indicated as the servient tenement together with the right to use for the purposes of the easement any line of pipes already laid within the servient tenement for the purpose of pumping water or any pipe or pipes in replacement or substitution thereof and where no such line of pipes exists to lay place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with right for the grantee and every person authorised by him, with any tools, implements or machinery necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the registered proprietor of the servient tenement for the time being and every person authorised by such registered proprietor from time to time will take all reasonable precaution to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition
- (b) Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all time to drain water (whether rain storm spring, soakage or seepage water) in any quantities across and through land herein indicated as the servient tenement together with the right to use for the purposes of the easement any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or substitution thereof and where no such line of pipes exists to lay place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface

This is sheet 3 of an 8 sheet instrument

.....*M. Goltzschew*.....

.....*Prerna Gargaleno*.....



INSTRUMENT SETTING OUT TERMS OF EASEMENT AND  
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Doc. 1)

**DP285896**

Plan of Subdivision of Lot 459 in DP 756961  
Parish of Mourquong, County of Wentworth  
covered by Council Certificate No. 16 of 2004.

2. TERMS OF EASEMENT TO DRAIN SEWAGE 1.00 AND 2.00 WIDE

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all time by means of pipes to drain sewage and other waste material and fluid in any quantities across and through land herein indicated as the servient tenement together with the right to use for the purposes of the easement any line of pipes already laid within the servient tenement for the purpose of draining sewage or any pipe or pipes in replacement or substitution thereof and where no such line of pipes exists to lay place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with right for the grantee and every person authorised by him, with any tools, implements or machinery necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the registered proprietor of the servient tenement for the time being and every person authorised by such registered proprietor from time to time will take all reasonable precaution to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

3. TERMS OF EASEMENT FOR RISING MAIN 2.00 WIDE

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all time by means of pipes to pump water in any quantities across and through land herein indicated as the servient tenement together with the right to use for the purposes of the easement any line of pipes already laid within the servient tenement for the purpose of pumping water or any pipe or pipes in replacement or substitution thereof and where no such line of pipes exists to lay place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with right for the grantee and every person authorised by him, with any tools, implements or machinery necessary for the purpose, to enter upon the

This is sheet 5 of an 8 sheet instrument

.....M. Galbraith

.....Suzanne Goldstein

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND  
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT (Doc.1)  
TO SECTION 88B OF THE CONVEYANCING ACT 1919

**DP285896**

Plan of Subdivision of Lot 459 in DP 756961  
Parish of Mourquong, County of Wentworth  
covered by Council Certificate No. 16 of 2004.

TERMS OF EASEMENT FOR RISING MAIN 2.00 WIDE (CONTINUED)

servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the registered proprietor of the servient tenement for the time being and every person authorised by such registered proprietor from time to time will take all reasonable precaution to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition

4. TERMS OF EASEMENT FOR SUPPLY OF SERVICES 2.00 WIDE

1. The owner of the land benefited may:

- (a) Use each lot burdened, but only within the site of this easement, to provide domestic services to or from each lot burdened, and
- (b) do anything reasonably necessary for that purpose, including:
  - entering the lot burdened
  - taking anything on to the lot burdened, and
  - carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

2. In exercising those powers, the owner of the lot benefited must:

- (a) - ensure all work is done properly, and
- (b) - cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) - cause as little damage as is practicable to the lot burdened and any improvements on it, and

This is sheet 6 of an 8 sheet instrument

*M Goldschmidt*

*Anya Goldschmidt*

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND  
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Doc.1)

**DP285896**

Plan of Subdivision of Lot 459 in DP 756961  
Parish of Mourquong, County of Wentworth  
covered by Council Certificate No. 16 of 2004.

TERMS OF EASEMENT FOR SUPPLY OF SERVICES 2.00 WIDE (CONTINUED)

(d) - restore the lot burdened as nearly as practicable to its former condition, and

(e) - make good any collateral damage

3. For the purposes of this easement, domestic services includes supply of water, electricity, telephone and television and discharge of sewage, sullage and other fluid wastes.

5. TERMS OF EASEMENT FOR RISING MAIN 3.80 WIDE

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all time by means of pipes to pump water in any quantities across and through land herein indicated as the servient tenement together with the right to use for the purposes of the easement any line of pipes already laid within the servient tenement for the purpose of pumping water or any pipe or pipes in replacement or substitution thereof and where no such line of pipes exists to lay place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with right for the grantee and every person authorised by him, with any tools, implements or machinery necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the registered proprietor of the servient tenement for the time being and every person authorised by such registered proprietor from time to time will take all reasonable precaution to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition

This is sheet 7 of an 8 sheet instrument

*M. G. G. G.*

*Angela G. G. G.*



SIGNED by the said  
MICHAEL JOHN GOLITSCHENKO  
who is personally known to me.

M. J. Golitschenko

(Doc.1)

[Signature]  
Witness

ANN HELEN SMITH  
Name and address of witness

DP285896

71 DEAKIN AVENUE, MILDURA

SIGNED by the said  
SONYA LEAH GOLITSCHENKO  
who is personally known to me.

Sonya Golitschenko

[Signature]  
Witness

ANN HELEN SMITH  
Name and address of witness

71 DEAKIN AVENUE, MILDURA

Instrument getting out terms of  
Easement and Restrictions as to user intended  
to be created pursuant to section 88B  
of the Conveyancing Act 1919

Plans Plan of subdivision of lot 489 in  
DP 756 961 Parish of Mouraong, County  
of Wentworth covered by Council Certificate  
No 16 of 2004

Corrected correct for the purposes of the  
Real Property Act 1900 by the MORTGAGEE  
SIGNED by Angel Aldana as attorney  
for Westpac Banking Corporation under  
power of attorney Book 4299 No. 332

[Signature]  
(Signature) Tier Three Attorney  
By executing this instrument the attorney  
states that the attorney has received no  
notice of the revocation of the power of  
attorney.

I certify that the attorney for the MORTGAGEE  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this instrument in my presence.

Signature of witness: [Signature]  
Name of witness: Peter Renwick  
Address of witness: 360 Collins Street  
Melbourne Vic

This is sheet 8 of a 8 sheet instrument

REGISTERED



12-1-2005

**TERMS OF INSTRUMENT NOT CHECKED:  
IN LAND AND PROPERTY INFORMATION**

**DP285896**

**Approved Form 30**

**COMMUNITY LAND DEVELOPMENT ACT 1989  
COMMUNITY LAND MANAGEMENT ACT 1989**

**NEIGHBOURHOOD MANAGEMENT STATEMENT**

**WARNING**

The terms of this management statement are binding on the neighbourhood association and each person who is a proprietor, lessee, occupier or mortgage in possession of a neighbourhood lot within the neighbourhood scheme.

**PART 1**

**BY-LAWS FIXING DETAILS OF DEVELOPMENT**

These by-laws relate to the control and preservation of the essence or theme of the neighbourhood scheme and as such may only be amended or revoked by a unanimous resolution of the neighbourhood association (see section 17(2) Community Land Management Act 1989).

**BY-LAW 1: MAINTENANCE OF BUILDINGS AND LANDSCAPING**

The registered proprietor of each lot must maintain the land and any buildings on the land at all times and ensure any lawns are mowed regularly and that no rubbish or unsightly materials are left on the land.

**PART 2**

**RESTRICTED NEIGHBOURHOOD PROPERTY**

These by-laws may not be amended during the initial period and may only be amended after the expiry of the initial period by special resolution and with the written consent of each person entitled by the by-law to use the restricted neighbourhood property (see section 54 Community Land Management Act 1989).

**BY-LAW 2: NO RESTRICTED PROPERTY**

There is no restricted neighbourhood property within the scheme. All proprietors or occupiers shall be entitled to use the neighbourhood property for access along the Open Access Ways and for access to services within the neighbourhood property and in any other manner and in accordance with related By-Laws and any Rules made by the Neighbourhood Association.

**REGISTERED**



12.1.2005

DP285896

**PART 3**

**MANDATORY MATTERS**

These are matters which must be addressed in every neighbourhood management statement (provided that they are not included in a related community management statement or precinct management statement) in accordance with clause 2 of Schedule 4 of the Community Land Development Act 1989.

**1. OPEN ACCESSWAYS OR PRIVATE ACCESSWAYS**

Open Access Ways exist within the neighbourhood property as shown on the plan included with this Management Statement

The Open Access Ways shall be used only for the purpose of allowing access to and from each lot and other parts of the neighbourhood property and no registered proprietor or occupier shall do anything or allow anything to be done which will or may obstruct access through the Open Access Ways.

The Open Access Ways shall be controlled and managed by the Association. All of the costs of maintenance and repair of the Open Access Way shall be borne by the Association.

**2. PERMITTED USES OF AND SPECIAL FACILITIES ON THE NEIGHBOURHOOD PROPERTY**

There are no special facilities on the neighbourhood property.

The Association will control, manage and maintain the neighbourhood property.

**3. INTERNAL FENCING**

The existing fence around the stormwater detention area within the neighbourhood property shall be maintained by the Association

The Association shall not be required to contribute to the cost of any other dividing fencing.

**4. GARBAGE**

No garbage shall be stored or deposited on the neighbourhood property.

All garbage is to be placed in suitable storage bins obtained and maintained by the proprietors or occupiers of each lot and stored within their land.

Garbage disposal shall be in accordance with the requirements of the Wentworth Shire Council and condition 31 on Development Approval 60/02.

**5. SERVICES**

A plan showing the location of all services is included with this Management Statement.

Sewerage and stormwater drainage services have been provided, both including gravity and pumped sections, as have filtered water, unfiltered water, electricity and telephone services to each lot. The maintenance of all internal lines and service works are the responsibility of the Association. The supply authorities are the Wentworth Shire Council, Australian Inland Energy and Telstra.

**DP285896**

**6. INSURANCE**

There are no special insurance requirements. The Association will take out all appropriate and required insurance in respect to the neighbourhood property, in accordance with Section 40 of the Community Land Management Act 1989.

**7. EXECUTIVE COMMITTEE**

**(a) CHAIRPERSON, SECRETARY AND TREASURER OF ASSOCIATION**

The chairperson, secretary and treasurer of the Executive Committee shall also be respectively the chairperson, secretary and treasurer of the Association.

**(b) EXECUTIVE COMMITTEE'S POWER TO EMPLOY AGENTS AND SERVANTS**

The Executive Committee may employ for and on behalf of the Association such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Association.

**(c) NOTICE OF EXECUTIVE COMMITTEE MEETING**

Not less than 72 hours notice in writing shall be given by the secretary to the members of the Executive Committee before the Executive Committee holds a meeting and a detailed agenda for the meeting shall be included in the notice.

**(d) EXECUTIVE COMMITTEE MEETING MAY BE REQUIRED TO BE CONVENED**

The secretary of the Association or, in his or her absence, any member of the Executive Committee, shall convene a meeting of the Executive Committee if he or she is requested to do so by not less than one third of the members of the Executive Committee, within the period of time, if any, specified in the request, and, where a member of the Executive Committee other than the secretary requested to convene a meeting of the Executive Committee under the requirement, he or she may give on behalf of the Executive Committee, the notice required to be given under paragraph (c)

**(e) VOTING IN WRITING OF MEMBERS OF EXECUTIVE COMMITTEE**

Where:

- (a) the requirements of paragraph (c) have been complied with in relation to any meeting, and;
- (b) The Executive Committee has caused to be served on each member of the Executive Committee, a copy of any motion for a proposed resolution to be submitted to the meeting; and
- (c) Any such resolution has been approved in writing by a majority of the members of the Executive Committee;

the resolution shall be subject to Section 38(3) of the Community Land Management Act 1989 be as valid as if it had been duly passed at a duly convened meeting of the Executive Committee, notwithstanding that this meeting was not held.

## DP285896

**(f) PROPRIETORS ATTENDANCE AT EXECUTIVE COMMITTEE MEETINGS**

A proprietor, or, where that person is a corporation, any company nominee of the corporation is entitled to attend a meeting of the Executive Committee but may not address the meeting unless authorized by resolution of the Executive Committee.

**(g) MINUTE OF CERTAIN RESOLUTIONS TO BE INCLUDED IN EXECUTIVE COMMITTEE MEETINGS**

The Executive Committee shall cause to be included in its minutes a minute of all resolutions passed pursuant to paragraph (e).

**(h) NOTICE OF MINUTES**

Unless each proprietor under the Neighbourhood Scheme has previously been provided with copies of the minutes referred to in sub-paragraphs (a) & (b) and Executive Committee shall cause:

- (i) a copy of the minutes of a meeting of the Executive Committee to be forwarded to each proprietor within seven(7) days after that meeting; and
- (ii) a copy of a minute of any resolution passed pursuant to paragraph (e) to be so forwarded within seven (7) days after the passing thereof.

**(i) ACTS, ETC. OF EXECUTIVE COMMITTEE VALID NOTWITHSTANDING VACANCY ETC.**

Any act or proceeding of an Executive Committee done in good faith is valid, notwithstanding that at the time when the act or proceeding was done, taken or commenced there was:

- (i) a vacancy in the office of a member of the Executive Committee; and
- (ii) any defect in the appointment, or disqualification of any such member.

**(j) DUTIES OF CHAIRMAN OF ASSOCIATION**

The powers and duties of the Chairman of the Association include:

- (a) to preside at all Executive meetings.
- (b) To preside at all general meetings of the Neighbourhood Association.
- (c) To decide matters of procedure and voting at such meetings.

## DP285896

### (k) POWERS AND DUTIES OF SECRETARY

The powers and duties of the Secretary of the Association include:

- (i) the preparation and distribution of minutes of meetings of the Executive Committee and the Neighbourhood Association.
- (ii) The submission of a motion for confirmation of the minutes of any meetings of the Executive Committee and Neighbourhood Association.
- (iii) The giving on behalf of the Association and of the Executive Committee of any notices required to be given under this Act.
- (iv) The maintenance of the Association Roll.
- (v) The supply of information in accordance with Schedule 4.
- (vi) The answering of communications addressed to the Association.
- (vii) The convening of meetings of the Executive Committee and (apart from its first Annual General Meeting) of the Neighbourhood Association.
- (viii) The attendance to matters of an administrative or secretarial nature in connection with the exercise or performance by the Neighbourhood Association or the Executive Committee of its respective functions.
- (ix) The maintenance of summary of orders and notices.
- (x) The keeping of the seal of the Association.

### (l) DUTIES OF TREASURER

The powers and duties of the Treasurer of the Association include:

- (i) the notifying of proprietors of any contributions levied pursuant to this Act.
- (ii) The receipt, acknowledgement and banking of and the accounting for any money paid to the Association.
- (iii) The preparation of any certificate applied for under Schedule 4.
- (iv) The keeping of the accounting records and preparation of the financial statements referred to in Schedule 1.

### (m) RULES

The Association may make rules relating to the control, management, operation, use and enjoyment of the Neighbourhood Property.

# DP285896

## PART 4

### OPTIONAL MATTERS

Optional Matters in accordance with clause 3 of Schedule 4 of the Community Land Development Act 1989.

#### **STATUTORY EASEMENTS**

Statutory Easements are to be created over services in the neighbourhood property.

A plan showing the location of all services is included with this Management Statement.

DP285896

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITY

There are no By-Laws in accordance to clause 4 of Schedule 4 of the Community Land Development Act 1989 required by any Public Authority.

Signature, Consents and Approvals

DATED 29th October 2004 day of October

\*Signature/seal of developer/\*developers authorized agent M. G. G. G. G.

Signature of witness [Signature]

Name, address and occupation of witness ANN HELEN SMITH

71 DEAKIN AVENUE, MILDURA, VICTORIA **CLERK TO A CURRENT PRACTITIONER  
UNDER THE LEGAL PRACTICE ACT 1996**

Certificate of Approval

It is certified:

- (a) that the consent authority has approved of the development described in Development Application No. 60/02 ; and
- (b) that the terms and conditions of this management statement are not inconsistent with the development as approved.

Date 29.10.04

Signature on behalf of consent authority

[Signature]

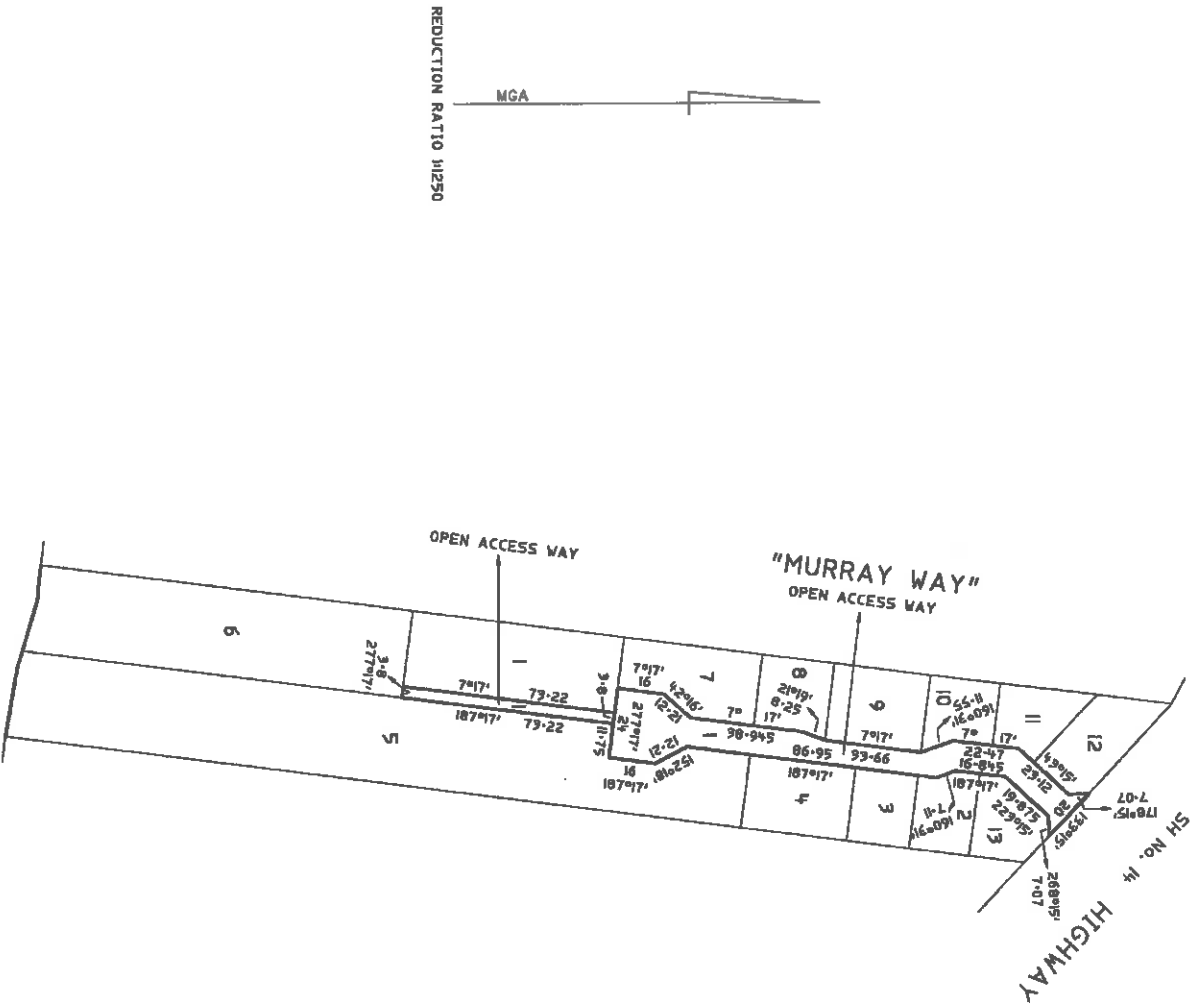
\*Strike out whichever is inapplicable.

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND AND PROPERTY INFORMATION**





SURVEYOR'S REFERENCE: 7248



**MANAGEMENT STATEMENT**  
 SHEET 8 OF 9 SHEETS

**NOTES:** THE OPEN ACCESS WAYS ILLUSTRATED HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH PLAN (4 SHEETS, REF 05-01020) BY DEAN ZRNA DESIGNS AND APPROVED BY THE WENTWORTH SHIRE COUNCIL.

THIS PLAN ILLUSTRATES OPEN ACCESS WAYS WHICH ARE NEIGHBOURHOOD PROPERTY AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT 1993.

<b>DP285896</b>	
<b>PLAN</b> DEFINING THE ACCESS WAYS ON THE NEIGHBOURHOOD PROPERTY WITHIN MURRAY GARDENS PRIVATE ESTATE	
I, <b>ROBERT BRUCE FREEMAN</b> , Surveyor of 130, LANGTREE AVENUE, MILDURA, VIC., 3500, certify that this is a plan of the estate-whether access ways provided for the development shown in Community Freehold - Neighbourhood Plan No.	Dated <i>7/10/2005</i>
REGISTERED 12.1.2005	

# MANAGEMENT STATEMENT

SHEET 9 OF 9 SHEETS

CONTINUED FROM BELOW LEFT

DP285896

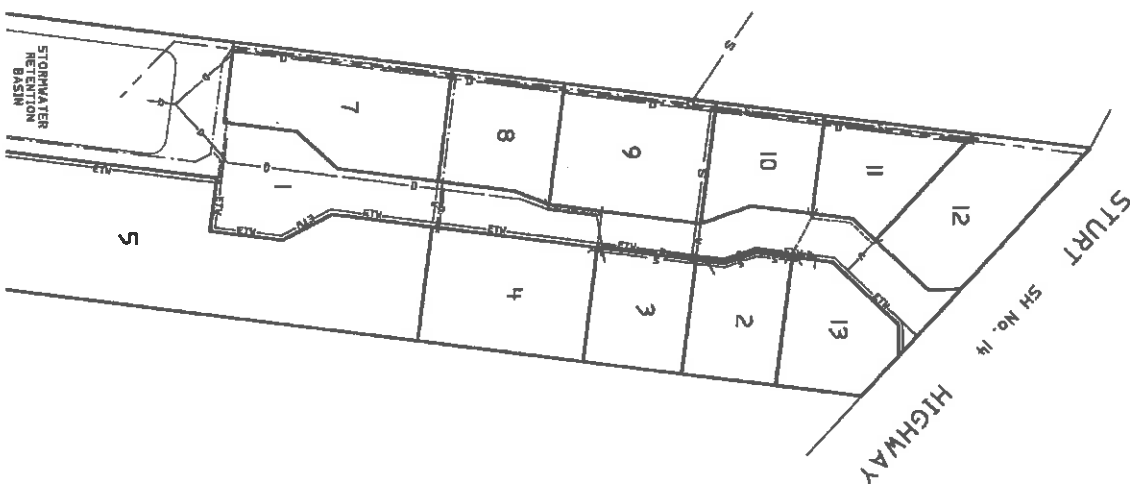
PLAN OF  
SERVICE WORKS AS EXECUTED WITHIN  
MURRAY GARDENS PRIVATE ESTATE

I, ROBERT BRUCE FREEMAN, Surveyor  
of 150 LANGTREE AVENUE, MILDURA, VIC., 3500,  
certify that this is a plan of the service works  
executed as provided for the development  
shown in Community Development  
Neighbourhood Plan No.

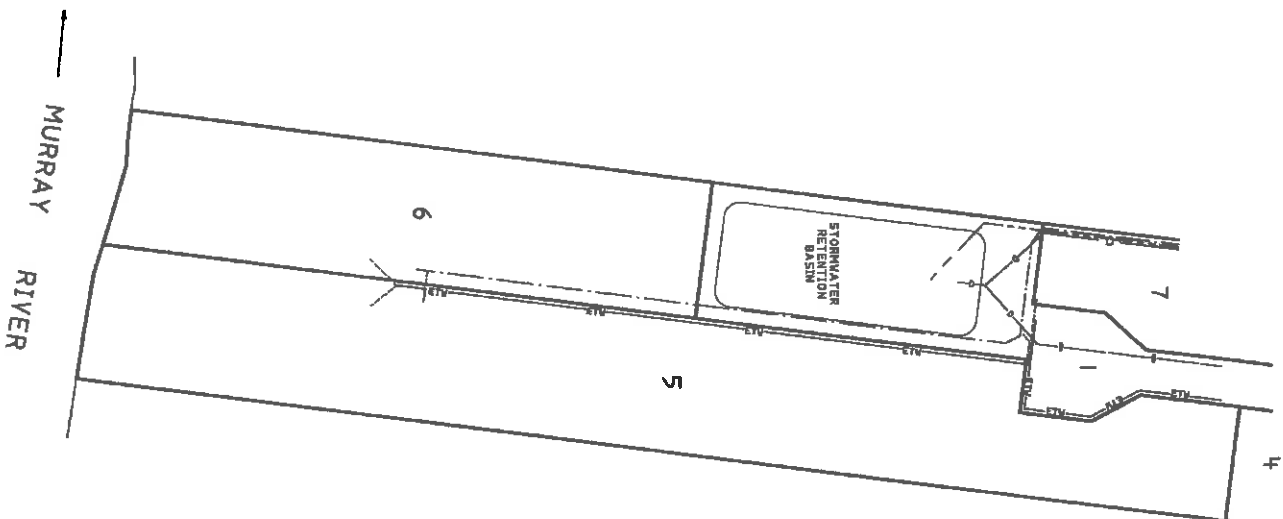
SIGNED *Robert Bruce Freeman* 7/10/2005

REGISTERED # 12.1.2005

MGA  
REDUCTION RATIO 1:800



CONTINUED ABOVE RIGHT



LEGEND OF SERVICES (APPROX. POSITION AS  
ADVISED BY DEVELOPER)

- D — STORMWATER DRAIN
- S — STORMWATER RISING MAIN
- S — SEWER
- S — SEWER RISING MAIN
- W — DUAL WATER SERVICE CONNECTION  
(SEPARATE CONNECTIONS FOR FILTERED  
& UNFILTERED WATER)
- ETV — SHARED TRENCH FOR ELECTRICITY,  
TELEPHONE & WATER
- — — SERVICE CONDUIT

NOTES: FOR FURTHER DETAILS OF SERVICES SEE  
CONSTRUCTION & SERVICES PLAN  
(4 SHEETS, REF 03-D1020) BY DEAN  
ZRNA DESIGNS AND APPROVED BY THE  
MURRAY GARDENS SHIRE COUNCIL.

## **NSW SWIMMING POOL REGISTER**

### **Certificate of Registration**

#### **Section 30C - Swimming Pools Act 1992**

<b>Pool No:</b>	<b>821fcd87</b>
<b>Property Address:</b>	<b>1 MURRAY WAY BURONGA</b>
<b>Date of Registration:</b>	<b>10 May 2016</b>
<b>Type of Pool:</b>	<b>An outdoor pool that is not portable or inflatable</b>
<b>Description of Pool:</b>	<b>Inground fibreglass</b>

**The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.**

**The issue of this certificate does not negate the need for regular maintenance of the pool.**

**Please remember:**

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

**You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.**

**This is NOT a Certificate of Compliance**

# WENTWORTH SHIRE COUNCIL

## WORTH THE DRIVE

26-28 Adelaide Street WENTWORTH NSW 2648  
PO Box 81 WENTWORTH NSW 2648 T 03 5027 5027  
F 03 5027 5000 E [council@wentworth.nsw.gov.au](mailto:council@wentworth.nsw.gov.au)  
W [www.wentworth.nsw.gov.au](http://www.wentworth.nsw.gov.au) ABN 96 283 886 815

Our Reference: DOC/21/11551  
Your Reference: MBH:KE 21-0276  
Prepared By: Health & Planning Department  
Date: 28 May 2021

**Your Reference:** MBH:KE 21-0276

**Applicant name:** Holcroft Lawyers

**Applicant address:** PO Box 5028 MILDURA PRIVATE BOXES VIC 3502

**Applicant email:** [kemmins@holcroftlawyers.com](mailto:kemmins@holcroftlawyers.com)

**Certificate no:** 2021-162

**Subject land:** 1 Murray Way Lot 12 DP 285896 Buronga

**Date of certificate:** 28 May 2021

### **DISCLAIMER**

Wentworth Shire Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Wentworth Shire Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

<b>1. Names of relevant planning instruments and DCPs</b>	
a) The name of each environmental planning instrument that applies to the carrying out of development on the land.	a) <i>Wentworth Local Environmental Plan 2011</i> applies to this land.
b) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	b) See Annexure 1.
c) The name of each development control plan that applies to the carrying out of development on the land.	c) Wentworth Development Control Plan December 2011.
d) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	d) Not applicable.
<b>2. Zoning and land use under relevant LEPs</b>	
For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):	The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be

<p>a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)")</p> <p>b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,</p> <p>c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,</p> <p>d) the purposes for which the instrument provides that development is prohibited within the zone,</p> <p>e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,</p> <p>f) whether the land includes or comprises critical habitat,</p> <p>g) whether the land is in a conservation area (however described),</p> <p>h) whether an item of environmental heritage (however described) is situated on the land.</p>	<p>developed.</p> <p>a) Wentworth Local Environmental Plan (WLEP) 2011 <b>ZONE: RU5 - Village</b></p> <p>b) In addition to the controls contained in the <i>Wentworth Local Environmental Plan 2011</i>, State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 sets out further circumstances where development consent will be required for development involving certain types of buildings, the demolition of buildings or the subdivision of land. These circumstances may include development that does not require consent under the <i>Wentworth Local Environmental Plan 2011</i>.</p> <p>c) See Annexure 1.</p> <p>d) See Annexure 1.</p> <p>e) Not applicable.</p> <p>f) No. This information has been sourced from mapping provided by NSW Environment &amp; Heritage.</p> <p>g) No. This information has been sourced from mapping provided by NSW Environment &amp; Heritage.</p> <p>h) No.</p>
<p><b>3. Complying development</b></p> <p>a) The extent to which under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of <a href="#">State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</a>.</p> <p>b) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under that clause.</p> <p>c) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	<p>a) Yes - The land is land on which complying development may be carried out.</p> <p>b) Not applicable.</p> <p>c) Not applicable.</p>
<p><b>4. Mine subsidence</b></p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <a href="#">Coal Mine Subsidence Compensation Act 2017</a>.</p>	<p>Not applicable.</p>
<p><b>5. Road widening and road realignment</b></p>	

Whether or not the land is affected by any road widening or road realignment under: a) Division 2 of Part 3 of the <a href="#">Roads Act 1993</a> , or b) any environmental planning instrument, or c) any resolution of the council.	Not applicable.
<b>6. Council and other public authority policies on hazard risk restrictions</b> Whether or not the land is affected by a policy: a) adopted by the council, or b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).	Not applicable.
<b>7A. Flood related development controls information</b> a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls. c) Words and expressions in this clause have the same meanings as in the Standard Instrument.	a) Finished Floor Level to be not less than 750mm above the recorded 1956 flood level.  b) Not applicable.
<b>7. Land reserved for acquisition</b> Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	Not applicable.
<b>8. Contribution plans</b> The name of each contributions plan applying to the land.	Development Contribution Plan Development Servicing Plan No 1 Development Servicing Plan No 2
<b>9A. Biodiversity certified land</b> If the land is biodiversity certified land under Part 8 of the <a href="#">Biodiversity Conservation Act 2016</a> , a statement to that effect.  Note: Biodiversity certified land includes land certified under Part 7AA of the <a href="#">Threatened Species Conservation Act 1995</a> that is taken to be certified under Part 8 of the <a href="#">Biodiversity Conservation Act 2016</a> .	Not applicable.
<b>9. Biodiversity stewardship sites</b> If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <a href="#">Biodiversity Conservation Act 2016</a> , a statement to that effect (but only if the council has been notified	No, Wentworth Shire Council has not been notified of the existence of a biodiversity stewardship agreement by the Office of Environment & Heritage in relation to this property.

of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the [Threatened Species Conservation Act 1995](#) that are taken to be biodiversity stewardship agreements under Part 5 of the [Biodiversity Conservation Act 2016](#).

**10A. Native vegetation clearing set asides**

If the land contains a set aside area under section 60ZC of the [Local Land Services Act 2013](#), a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

Not applicable.

**10. Bush fire prone land**

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.  
If none of the land is bush fire prone land, a statement to that effect.

Not applicable.  
This information has been sourced from mapping provided by the NSW Rural Fire Service.

**11. Property vegetation plans**

If the land is land to which a property vegetation plan approved under Part 4 of the [Native Vegetation Act 2003](#) (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

Not applicable.  
This information has been sourced from NSW Local Land Services.

**12. Orders under [Trees \(Disputes Between Neighbours\) Act 2006](#)**

Whether an order has been made under the [Trees \(Disputes Between Neighbours\) Act 2006](#) to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

Not applicable.

**13. Directions under Part 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect

No, there is no direction in force from the Minister under Section 75P (2) (c1) in relation to this property.

**14. Site compatibility certificates and conditions for seniors housing**

If the land is land to which [State Environmental Planning Policy \(Housing for Seniors or People with a Disability\) 2004](#) applies:

- a) A statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
  - (i) the period for which the certificate is current,

Not applicable.



<p>and</p> <p>(ii) that a copy may be obtained from the head office of the Department, and</p> <p>b) A statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	Not applicable.
<p><b>15. Site compatibility certificates for infrastructure</b></p> <p>a) A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is valid, and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p>	Council is not aware of any site compatibility certificate for infrastructure applying to this land.
<p><b>16. Site compatibility certificates and conditions for affordable rental housing</b></p> <p>a) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p> <p>b) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of <a href="#">State Environmental Planning Policy (Affordable Rental Housing) 2009</a> that have been imposed as a condition of consent to a development application in respect of the land.</p>	<p>Council is not aware of any site compatibility certificate for affordable rental housing applying to this land.</p> <p>Council is not aware of any site compatibility certificate for affordable rental housing applying to this land.</p>
<p><b>17. Paper subdivision information</b></p> <p>a) The name of any development plan adopted by a relevant authority applies to the land or that is proposed to be subject to a consent ballot.</p> <p>b) The date of any subdivision order that applies to the land.</p> <p>c) Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning &amp; Assessment Regulation.</p>	<p>Not applicable.</p> <p>Not applicable.</p>
<p><b>18. Site verification certificates</b></p> <p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>a) The matter certified by the certificate, and</p> <p><b>Note:</b> A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land –</p>	Not applicable.



<p>see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</p> <p>b) The date on which the certificate ceases to be current (if any), and</p> <p>c) That a copy may be obtained from the head office of the Department.</p>	
<p><b>19. Loose-fill asbestos insulation</b></p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <a href="#">Home Building Act 1989</a>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	Not applicable.
<p><b>20. Affected building notices and building product rectification orders</b></p> <p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause. Affected building notice has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i>. Building product rectification order has the same meaning as in the <i>Building Products (Safety) Act 2017</i>.</p>	<p>Not applicable.</p> <p>Not applicable.</p>
<p><b>21. Information regarding Contaminated Land as prescribed by section 59 (2) of the Contaminated Lands Management Act 1997</b></p> <p>(a) Is the land to which the certificate relates significantly contaminated land within the meaning of that Act?</p> <p>(b) Is the land to which the certificate relates subject to a management order within the meaning of that Act?</p> <p>(c) Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of that Act?</p> <p>(d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of that Act?</p> <p>(e) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act?</p>	<p>No.</p> <p>No.</p> <p>No.</p> <p>No.</p> <p>No.</p>

You are advised that at the date of this certificate the subject land is affected by the following matters:-

Information Requested	Reply
a) Has the Council information which would indicate that the land is subject to slip or of flooding or tidal inundation?	No.
b) Has the Council information which would indicate that the land is subject to slip or subsidence?	No.
c) Is the land subject to a Tree Preservation Order?	No.
d) Has any development consent with respect to the land been granted within the previous five years?	No.
e) Any known non-compliance with matters relating to development approval?	No.
f) Any known non-compliance on matters relating to, or delegated to Council and notices requiring work to be carried out in relation to building and/or health items?	No
g) Any other known matter of which Council is aware that applies to the subject land?	<p>Yes</p> <p>*Mobile Garbage Bin has been issued to this property.</p> <p><b>*MGB's to be brought out to the Hendy Road /Sturt Highway frontage of the Estate for collection of waste by Garbage Contractor.</b></p> <p>*The comments and information contained in this certificate relate to the property described in the section "Description of Land".</p> <p>*The information contained in this certificate has been compiled from Council's records – no physical inspection of the property was carried out.</p>

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



**KEN ROSS  
GENERAL MANAGER**

**Signed:**

**under delegation on behalf of the Shire of Wentworth**

**Contact:**

T 03 5027 5027  
E [council@wentworth.nsw.gov.au](mailto:council@wentworth.nsw.gov.au)  
W [wentworth.nsw.gov.au](http://wentworth.nsw.gov.au)

26-28 Adelaide Street WENTWORTH NSW 2648  
PO Box 81 WENTWORTH NSW 2648  
ABN 96 283 886 815

**ANNEXURE 1 TO CERTIFICATE PURSUANT TO SECTION 10.7(1) OF THE ENVIRONMENTAL  
PLANNING & ASSESSMENT ACT 1979  
RUS Village Zone as at 16 December 2011**

You are advised that as at the date of this Certificate the subject land is affected by the following matters:-

**(a) STATE ENVIRONMENTAL PLANNING POLICIES**

**No 21 - Caravan Parks** – Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

**No 33 - Hazardous and Offensive Development** – Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

**No 36 - Manufactured Home Estates** – Helps establish well-designed and properly serviced manufactured home estates (MHEs) in suitable locations. Affordability and security of tenure for residents are important aspects. The policy applies to Gosford, Wyong and all local government areas outside the Sydney Region. To enable the immediate development of estates, the policy allows MHEs to be located on certain land where caravan parks are permitted. There are however, criteria that a proposal must satisfy before the local council can approve development. The policy also permits, with consent, the subdivision of estates either by community title or by leases of up to 20 years. A section 117 direction issued in conjunction with the policy guides councils in preparing local environmental plans for MHEs, enabling them to be excluded from the policy.

**No 50 - Canal Estate Development** – Bans new canal estates from the date of gazettal (10th November 1997), to ensure coastal and aquatic environments are not affected by these developments.

**No 55 - Remediation of Land** – Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared [Managing Land Contamination: Planning Guidelines](#).

**No 64 - Advertising and Signage** - Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. [Transport Corridor Outdoor Advertising and Signage Guidelines](#) (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

**No 65 - Design Quality of Residential Apartment Development** - Improves the design quality of residential apartment development across the state through the application of a series of design principles. The SEPP recognises that the design quality of residential apartment development is of significance for environmental planning for the State due to the economic, environmental, cultural and social benefits of high quality design. The SEPP operates to ensure that residential apartment development contributes to sustainable development of the state, achieves better built form and aesthetics of buildings and streetscapes, supports housing affordability for wide range of people, better satisfies the increasing demand, the changing social and demographic profile of the community, and maximises amenity, safety and security for the benefit of its occupants and the wider community. The SEPP facilitates timely and efficient assessment of applications for residential apartment development by providing a consistent policy framework and mechanism across the State. The policy provides for the establishment of design Review Panels to provide independent expert advice to councils on the merit of residential flat development.

**SEPP (Affordable Rental Housing) 2009** – Establishes a consistent planning regime for the provision of affordable rental housing. The SEPP facilitates the effective delivery of new affordable rental housing by providing planning control incentives and expanding the role for not-for-profit-providers of affordable rental housing. The SEPP also establishes approaches to facilitate the retention and mitigate the loss of existing affordable rental housing. The SEPP aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

**SEPP (Building Sustainability Index: BASIX) 2004** - This SEPP operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX.

**SEPP (Concurrences) 2018** – Authorises the Planning Secretary to elect to act in place of a concurrence authority for the for the purposes of deciding whether to grant concurrence to a development if the concurrence authority fails to inform a consent authority of the decision concerning concurrence within the time allowed for doing so.

**SEPP (Educational Establishments and Child Care Facilities) 2017** - Facilitates the effective delivery of educational establishments and early education and care facilities across the State. The SEPP improves regulatory certainty and efficiency for educational establishments and early education and care facilities through a consistent planning regime that simplifies and standardises planning approval pathways and establishes consistent State-wide assessment requirements and design considerations for these developments. The policy provides for the consultation with relevant public authorities during the assessment process or prior to development commencing for educational establishments and early education and care facilities. The SEPP also aligns the NSW planning framework with the National Quality Framework for early education and care services to enable proponents and consent authorities ensure that new developments or modified premises meet the applicable requirements of the National Quality Framework for the services. The policy supports joint and shared use of the facilities of educational establishments with the community through appropriate design.

**SEPP (Exempt and Complying Development Codes) 2008** - Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the [Environmental Planning and Assessment Act 1979](#).

**SEPP (Housing for Seniors or People with a Disability) 2004** – Encourages the provision of adequate, diverse and high quality housing for aged persons and people with disabilities. The SEPP achieves its aims by overriding local planning controls that would prevent the development of housing for seniors or people with a disability and setting out design principles to achieving built form that is in keeping with the site and local neighbourhood.

**SEPP (Infrastructure) 2007** - Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency. More details about the SEPP, including a guide, are available at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

**SEPP (Mining, Petroleum Production and Extractive Industries) 2007** – Provides for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. This Policy establishes appropriate planning controls to encourage ecologically sustainable development.

**SEPP (Miscellaneous Consent Provisions) 2007** - Permits the erection of temporary structures with development consent across the state. The SEPP aims to ensure the safety of persons using temporary structures and protect the environment at the location, and in the vicinity, of temporary structures by specifying relevant matters for consideration.

**SEPP (Primary Production and Rural Development) 2019** - Facilitates the orderly and economic use and development of lands for primary production. The aims to reduce land use conflict and sterilisation of rural land by balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources. The SEPP encourages sustainable aquaculture and outlines the criteria for categorising aquaculture as designated development. The SEPP identifies State significant agricultural land, simplifies the regulatory process for water supply in irrigation areas and districts and sets out the considerations for assessing the impact of all proposed development oyster aquaculture.

**SEPP (State and Regional Development) 2011** – Identifies and declares development as a State significant development, State significant infrastructure, critical State significant infrastructure or regionally significant development based on a number of factors including location, purpose and capital investment value etc.

**SEPP (State Significant Precincts) 2005** - Facilitates the orderly development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State for the benefit of the state. The SEPP aims to facilitate service delivery outcomes for a range of public services, the development of major sites for a public purpose and redevelopment of major sites no longer appropriate or suitable for public purposes.

**SEPP (Urban Renewal) 2010** - Establishes the process for assessing and identifying sites as urban renewal precincts and facilitates the orderly and economic development and redevelopment of sites in and around such precincts. The SEPP aims to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

**SEPP (Vegetation in Non-Rural Areas) 2017** - Protects the biodiversity values of trees and other vegetation in non-rural areas of the State. The SEPP aims to preserve the amenity of non-rural areas through the preservation of trees and other vegetation. The policy establishes the approval pathways for clearing in non-rural areas.

**SEPP (Koala Habitat Protection) 2019** – Encourages the conservation and management of areas of natural vegetation that provide habitat for koalas to support a permanent free-living population over their present range and reverse the current trend of koala population decline. The policy provides the state-wide approach needed to enable appropriate development to continue, while ensuring there is ongoing protection of koalas and their habitat. Local councils must ensure approvals for development on a land affected by this policy is consistent with the approved koala plan of management for the land. If there is no approved koala plan of management for a land affected by the policy, local councils must consider requirements of the koala habitat protection guideline or information prepared by a suitably qualified and experienced person in accordance with the guideline before approving development on the land.

(b) **REGIONAL ENVIRONMENTAL PLANS**

**Willandra Lakes REP No 1 - World Heritage Property** - Applies to the Willandra Lakes Region in the Shires of Wentworth and Balranald. The purpose of the plans is to protect, conserve and manage this World Heritage Property in accordance with any strategic plan of management. The plan also aims to provide a process of consultation with stakeholders on development and related decisions.

**Murray REP 2 - Riverine Land** - Ensures the river and its floodplain are able to support a range of productive land uses. The plan coordinates planning along the Murray River and the implementation of planning related aspects of the Murray Darling Basin Commission strategies. It simplifies the consultation process between agencies and councils established in REP No. 1. It also promotes consistency between NSW and Victoria planning in relation to the river and its floodplain.

(c) **LOCAL ENVIRONMENTAL PLANS – RU5 VILLAGE ZONE**

**1. Objectives of zone**

- To provide for a range of land uses, services and facilities that are associated with a rural village.
- To promote development in existing towns and villages in a manner that is compatible with their urban function.
- To encourage well-serviced sustainable development
- To ensure there are opportunities for economic development
- To deliver new residential and employment growth in Buronga and Gol Gol.
- To ensure business and retail land uses are grouped within and around existing activity centres.

**2. Permitted without consent**

Environmental protection works; Home-based child care; Home businesses; Home occupations; Roads; Water reticulation systems

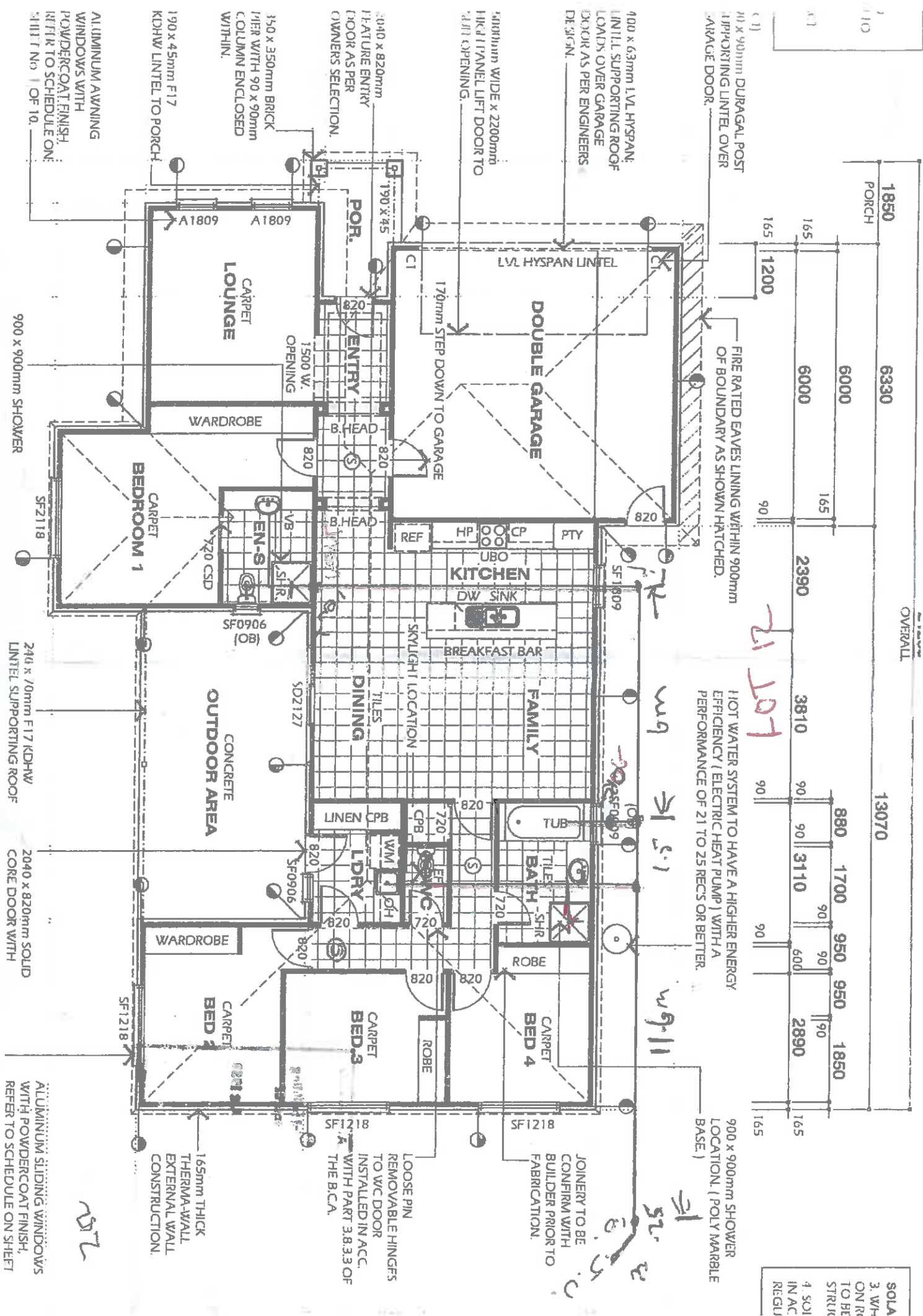
**3. Permitted with consent**

Centre-based child care facilities; Community facilities; Dwelling houses; Home industries; Liquid fuel depots; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Schools; Tank-based aquaculture; Any other development not specified in item 2 or 4

**4. Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Cellar door premises; Correctional centres; Crematoria; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Industrial training facilities; Industries; Pond-based aquaculture Port facilities; Rural industries; Rural workers' dwellings; Sex services premises; Vehicle body repair workshops; Wharf or boating facilities.





# WENTWORTH SHIRE COUNCIL

WORTH THE DRIVE

## CERTIFICATE UNDER SECTION 603 LOCAL GOVERNMENT ACT, 1993.

26-28 Adelaide Street WENTWORTH NSW  
PO Box 81 WENTWORTH NSW 2648  
T 03 5027 5027

E [council@wentworth.nsw.gov.au](mailto:council@wentworth.nsw.gov.au)

W [wentworth.nsw.gov.au](http://wentworth.nsw.gov.au)

ABN 96 283 886 815

HOLCROFT AVERY LAWYERS  
PO BOX 5028  
MILDURA VIC 3502

**Certificate No.:** 4180  
**Your Reference:** MBH:KE 21-0276  
**Receipt No.:** 125460  
**Date of Issue:** 28/05/2021  
**Applicant Phone:** 03 50222622  
**Applicant Fax:** 03 50222649

### PROPERTY DETAILS

**Assessment No.:** 00681-12000000-000  
**Property Address:** 1 MURRAY WAY, BURONGA NSW 2739  
**Real Property Description:** L12 DP285896  
PARISH MOURQUONG  
**Parish:**  
**Valuation Date of Effect:** 1/07/2019  
**Rateable Value:** \$85,000.00  
**Land Area:** 818 m<sup>2</sup>  
**Current Ownership:** DANIEL OWEN TANKARD  
155 LANGTREE AVENUE, MILDURA VIC 3500

### RATE POSITION 2020/2021

		Rates And Charges			Water Consumption		
		Debit	Credit	Balance	Debit	Credit	Balance
01-07-2020	<b>Levies</b>						
To	General	\$568.94					
30-06-2021	Sewer	\$805.00					
	Water	\$457.00					
	Garbage	\$242.00					
	<b>Total Levies</b>	<b>\$2,072.94</b>		<b>\$2,072.94</b>	<b>\$195.25</b>		<b>\$195.25</b>
	Payments/Credit Adjustments		\$2,072.94	\$0.00		\$195.25	\$0.00

**Total Rates and Charges Outstanding \$0.00**

**Total Water Consumption Outstanding \$0.00**

### WENTWORTH SHIRE BANK ACCOUNT DETAILS;

BSB: 633-000

ACCOUNT: 108992090

Please forward a remittance advice and use the below reference to enable identification on Council's bank statement;

Ref: 603 681 12



DAILY INTEREST IS ACCRUING ON ANY ARREARS OF RATES AND EXCESS WATER.  
PENSION REBATE IS CHARGED BACK TO THE PROPERTY ON A PRO-RATA BASIS.  
RATING YEAR FROM 1ST JULY 2020 TO 30TH JUNE 2021.

After the issue of this certificate Council may be prepared to provide up to date oral information to the Applicant, but if it does Council accepts no responsibility for the accuracy of the oral information given and no council employee is authorised to bind Council by giving such information.



KEN ROSS  
GENERAL MANAGER



Revenue

Enquiry ID  
Agent ID  
Issue Date  
Correspondence ID  
Your reference

3486633  
81429403  
17 May 2021  
1726690421  
21-0276

INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

## Purchaser Copy

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
D285896/12	1 MURRAY WAY BURONGA 2739	\$81 700

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2021 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

---

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

**Who is protected by a clearance certificate?**

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

**When is a certificate clear from land tax?**

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

**When is a certificate not clear from land tax?**

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

**How do I clear a certificate?**

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

**How do I get an updated certificate?**

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

**Land value, tax rates and thresholds**

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.

# MURRAY GARDENS ESTATE

Murray Way, Buronga NSW 2738

Date: 7 June, 2021

Mr Daniel Tankard  
Lot 12 Murray Way  
BURONGA NSW 2739

Dear Sir/Madam,

## RE: NEIGHBOURHOOD PLAN DP285896 – LOT 12 MURRAY GARDENS ESTATE - PUBLIC LIABILITY INSURANCE

We refer to the above matter and advise that the Public Liability Insurance for the Neighbourhood Property has now been renewed for the period 2021 to 2022.

Please see attached:

1. Copy Neighbourhood Plan for Murray Gardens Estate for your information; and
2. Copy Tax Invoice, receipt for payment and Schedule of Insurance.

Please be advised your entitlement/share within the neighbourhood plan is 80/1000. Please provide monies in the sum of \$51.45 being your share of the Insurance for 2021/2022.

We trust you understand it is important to keep our Public Liability Insurance current and up to date for our common property/neighbourhood plan.

Please provide funds for your share of insurance in the sum of \$51.45 by EFT to the following account:

Bank: Bendigo Bank  
Account Name: B & K Sobkowiak  
BSB No: 633 000  
Account No: 155 832 322

If you have any queries, just flick me a message or call on 0439 858 761.

Kind Regards,



Katrina Sobkowiak  
7 Murray Way, Buronga Vic 238

# FINDEX

**Findex Insurance Brokers Pty Ltd**  
ABN 17 139 730 528 AFSL No 342 526  
133 Langtree Avenue  
Mildura, Victoria 3500  
Tel 03 5024 9500  
Fax 03 5021 3240  
insurancebrokers@findex.com.au  
findex.com.au

You are reminded that the policy mentioned below falls due for renewal on 26/04/2021. To ensure your continued protection, payment should be made by that date.

Page 1 of 6

Katrina Sobkowiak  
PO Box 157  
MILDURA VIC 3502

## TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 29/03/2021

Invoice No: 0306269

Our Reference: SOBKOWIAK

Should you have any queries in relation to this account, please contact your Account Manager  
Gulamber Soylu

## RENEWAL

Policy No: 15T3954053

Period of Cover:

From 26/04/2021  
to 15/04/2022 at 4:00 pm

**Class of Policy:** Business Package  
**Insurer:** Insurance Australia Group (T/as CGU)  
1-3 Bath Lane BALLARAT VIC 3350  
ABN: 11 000 016 722  
**The Insured:** Neighbourhood Plan DP285896

**Details:** See attached schedule for a description of the risk(s) insured

**Business Renewal Vacant Land 2021/2022**

Please see important notices attached/overleaf.

Our Financial Services Guide can be viewed on our website using the following address:

<https://www.findex.com.au/services/general-insurance/>

## Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$444.20	\$0.00	\$0.00	\$54.46	\$43.98	\$100.36

**TOTAL \$643.00**

(A processing fee applies for Credit Card payments)

## Privacy Act

We will collect, hold, use and disclose your personal information in accordance with the Privacy Act 1988 and our Privacy Policy. A copy of our Privacy Policy is available on request from our office, or at [www.findex.com.au](http://www.findex.com.au)



**Bill Code: 321794**  
**Ref: 9130009622816705**

Contact your financial institution to make this payment from your nominated account.



Visit [https://payments.ebx.com.au/findex\\_opg](https://payments.ebx.com.au/findex_opg)  
Client Ref: 01962X Invoice Ref: 0306269



BSB: 083032 Account: 744056904  
Reference: 30009622816705



Call (03) 5024 9500 to pay using your Visa and Mastercard  
Reference: 9130009622816705



Post your cheque made payable to:  
Findex Insurance Brokers Pty Ltd  
133 Langtree Ave  
Mildura

Our Reference: SOBKOWIAK  
Invoice No: 0306269

## PAY BY THE MONTH

10 Instalments of \$67.67  
Total amount payable \$736.66

(including credit administration fee and charges)

**Click Here TO ACCEPT ONLINE TO PAY BY THE MONTH**

or visit [brokers.principal.com.au/pbm](https://brokers.principal.com.au/pbm)  
and enter reference 9XACSEKHQN

**principal**

**10 MONTHLY PAYMENTS OF**  
Initial payment \$127.67  
or AMOUNT DUE

Remaining payments \$67.67  
\$643.00

**Payment Receipt**

<b>FINDEX INSURANCE</b>	<b>\$643.00</b>
<b>BPAY Bill Payment</b>	
Status	Paid
BPAY Biller Code	321 794
BPAY Biller Name	FINDEX INSURANCE
Customer Ref.	913 000 962 281 670 5
Payment Date	2 Jun 2021 at 1:45pm
Description	Body Corp Insurance Murray Way
Acknowledgement	127505426

<b>FROM</b>	<b>Statement Account</b>
	633 000 / 155 832 322
<b>Paid to</b>	<b>FINDEX INSURANCE</b>

**Schedule of Insurance**

Page 2 of 6

**Class of Policy:** Business Package  
**The Insured:** Neighbourhood Plan DP285896

**Policy No:** 15T3954053  
**Invoice No:** 0306269  
**Our Ref:** SOBKOWIAK

**BUSINESS INSURANCE**

Insured Name - Neighbourhood Plan DP285896

**RENEWAL PREMIUM COMPARISON**

To help you understand how your renewal premium compares to last year, we have included a comparison below. Last year's premium represents the amount you were charged for your insurance policy at the beginning of the last policy term, plus or minus any changes you made throughout the policy term.

	Last year premium	Current year premium
Premium (Including UW levy)	\$434.53	\$444.20
Emergency services levy	\$0.00	\$0.00
GST	\$43.45	\$44.42
Stamp duty	\$43.02	\$43.98
Broker fee	\$75.45	\$100.36
Fee GST	\$7.55	\$10.04
Total Premium	\$604.00	\$643.00

**Changes to your premium**

Your premium is based on the possibility of a claim against your policy, and may change if the general cost to protect our customers changes. For information on how your insurance premium is calculated, please contact us to discuss. To learn more about general premium calculations you may refer to the Insurance Council of Australia website. <http://understandinsurance.com.au/premiums-explained>

**POLICY PREMIUM SUMMARY BY INSURANCE CLASS**

Section	Total Premium
1 Property	Not Insured
2 Business Interruption	Not Insured
3 Part A Theft of Property	Not Insured
Part B Money	Not Insured
4 Glass	Not Insured
5 Public Liability	\$412.82
Products Liability	\$119.78
6 Employee Dishonesty	Not Insured
7 Machinery	Not Insured
Pressure Equipment	Not Insured
Goods in Cold Chambers	Not Insured
8 Part A Computer Systems /	
Electronic Equipment	Not Insured
Part B Business Interruption	Not Insured
9 General Property	Not Insured
10 Taxation Investigation	Not Insured

**COVER DETAILS****STEADFAST BUSINESS INSURANCE PACKAGE****STEADFAST BUSINESS INSURANCE****SECTION 5 - LIABILITY**

LIMIT OF  
INDEMNITY

## Schedule of Insurance

Page 3 of 6

<b>Class of Policy:</b>	Business Package	<b>Policy No:</b>	15T3954053
<b>The Insured:</b>	Neighbourhood Plan DP285896	<b>Invoice No:</b>	0306269
		<b>Our Ref:</b>	SOBKOWIAK

### Public Liability

The Business - Property Owner of : Vacant Land  
(Residential) < 4000m2 (one acre)

Situation 1 - Lot 1 40-42 Sturt Highway, BURONGA, NSW,  
2739

Limit of Indemnity	\$5,000,000
Property in Physical or Legal Control	\$250,000

### Products Liability

Limit of Indemnity	\$5,000,000
--------------------	-------------

Property Damage Excess	\$500
Property in Physical or Legal Control Excess	\$500

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## POLICY VARIATIONS AND EXTENSIONS

### STEADFAST BUSINESS INSURANCE PACKAGE

The STEADFAST Business Insurance Package Wording applies to this policy.

Variations and Extensions may apply to this policy.  
These Variations and Extensions may be noted under the relevant Policy Section of this Schedule and/or detailed below.

### Policy Variations & Extensions:

Policy notation  
COVER TO INCLUDE COMMON GROUND - COMMON ROAD AND FENCED DRAINAGE AREA.

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## IMPORTANT NOTICES

### Policy Amendments

These amendments should be read in conjunction with your policy booklet as the terms described now form part of your policy.

## THE WAY WE HANDLE YOUR PERSONAL INFORMATION

We collect personal information from you for the purpose of providing you with insurance products, services, processing and assessing claims.

You can choose not to provide this information, however, we may not be able to process your requests.

We may disclose information we hold about you to other insurers, an insurance reference service or as required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisors.

If you wish to update or access the information we hold about you, contact us.



## Schedule of Insurance

Page 4 of 6

<b>Class of Policy:</b>	Business Package	<b>Policy No:</b>	15T3954053
<b>The Insured:</b>	Neighbourhood Plan DP285896	<b>Invoice No:</b>	0306269
		<b>Our Ref:</b>	SOBKOWIAK

### WORKERS COMPENSATION

Workers Compensation Insurance is compulsory if you have employees. Separate cover can be arranged in those states where legislation permits.

### INFORMATION FROM THE NSW EMERGENCY SERVICES LEVY INSURANCE MONITOR - FOR RISKS IN NSW

#### Information

The Emergency Services Levy ("ESL") is an amount included by an insurance company in a premium payable for the issue of a regulated contract of insurance for the purpose of recouping emergency service contributions required to be paid by the insurance company and which are used to fund emergency services in NSW in the financial year in which the contract of insurance commences.

#### The Insurance Monitor

The office of the Insurance Monitor was established, in June 2016, as an independent body. Among the functions of that office is to provide information and advice about emergency services levy reform and to monitor the prices for the issue of regulated contracts of insurance. Professor Allan Fels AO and Professor David Cousins AM were appointed by the NSW Government as the Emergency Services Levy Insurance Monitor and Deputy Monitor, respectively on 8 June 2016.

If you would like further information

Contact your broker in the first instance if you have questions about your policy. Information about the Insurance Monitor can be found at: [www.eslinsurancemonitor.nsw.gov.au](http://www.eslinsurancemonitor.nsw.gov.au)

## Schedule of Insurance

Page 5 of 6

**Class of Policy:** Business Package  
**The Insured:** Neighbourhood Plan DP285896

**Policy No:** 15T3954053  
**Invoice No:** 0306269  
**Our Ref:** SOBKOWIAK

### IMPORTANT NOTICES AND INFORMATION

#### Additional Duty of Disclosure Information

##### Non-Disclosure

Policies which are not governed by the Insurance Contracts Act 1984 such as marine, (other than marine inland transit insurance and pleasure craft) and insurance required by statute such as Compulsory Third Party (CTP) motor vehicle insurance and workers compensation, the Insurer may be able to recover against the Insured in the event of misrepresentation, misstatement or non-disclosure. If you are uncertain as to whether particular information is relevant to the insurer's decision to insure, please contact us and we can help you identify whether the information should be disclosed to the insurer on the application or upon renewal or variation of the insurance.

##### Duty of Good Faith

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, you may prejudice any claim.

##### Change or Alteration in Risk

It is our duty as brokers to give you sound professional advice, but that advice can only be sound and valid if we are kept properly informed of changes to your business, circumstances or products such as alteration of risk, changes in location, mergers and acquisitions or any new or changes in activities (including overseas) which may have a bearing on the adequacy of your insurance coverage.

##### Average or Co-Insurance

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses.

A simple example is as follows:

Full (Replacement) Value	\$1,000,000
Sum Insured	\$500,000
Therefore you would be self insured for 50% of the Full Value	
Amount of Claim, say	\$100,000
Amount payable by Insurers as a result of the application of Average/Co-Insurance (i.e: 50%)	\$50,000

Some Business Interruption policies contain an Average/Co-insurance clause, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances).

##### The Interest of Other Parties

If you require the interest of a party other than the named insured to be covered you must request this as most policy conditions will exclude indemnity to other parties (e.g: Mortgagees, Lessors, Principals. etc) unless their interest is noted on the policy.

##### Claims Occurring prior to commencement

Your attention is drawn to the fact that most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the time the policy is current.

##### Subrogation and/or hold harmless

You may prejudice your rights with regard to a claim if, without prior agreement from your insurer, you make any agreement with a third party that will prevent the insurer from recovering the loss from that third party or another party who would be otherwise liable. When you enter into a contract you should take particular note of what the contract contains with respect to insurance requirements, hold harmless clauses, indemnity clauses, waivers or subrogation and/or recovery, remedies, penalties and the like.

##### Leasing, Hiring and Borrowing Property

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property. This will help avoid arguments after a loss and ensure that any claims are efficiently processed. If the responsibility to insure lies with the owner, we recommend you try to ensure the lease or hire conditions waive any rights of recovery against you, even when the damages is due to your negligence. This will prevent the owner's Insurer making a recovery against you. If there are no conditions relating to responsibility to insure in the hire or lease contract, you should write to the owner asking who is to insure the property.

##### Claims Made During the Period of Insurance (Claims Made Policies)

Your attention is drawn to the fact that some policies (for example, professional indemnity insurance, D&O Liability and Crime) provide cover on a "claims made" basis.

This means that claims that are first advised to you (or made against you) and reported to your insurer during the period that the policy is current are insured under that policy, irrespective of when the incident causing the claim occurred (unless there is a date beyond which

## Schedule of Insurance

Page 6 of 6

**Class of Policy:** Business Package  
**The Insured:** Neighbourhood Plan DP285896

**Policy No:** 15T3954053  
**Invoice No:** 0306269  
**Our Ref:** SOBKOWIAK

the policy does not cover – this is called a "retroactive date"). If you become aware of circumstances which could give rise to a claim and notify the insurer during the period that the policy is current, a claim later arising out of those circumstances should also be covered by the policy that is current at the time of the notification, regardless of when the claim is actually made or when the incident causing the claim occurred.

In order to ensure that your entitlement to claim under the policy is protected, you must report all incidents that may give rise to a claim against you to the Insurers without delay after they come to your attention and before the policy expires.

### Non Renewable Insurance

Cover under your policies terminates on the date shown on our tax invoice or adjustment note.

While insurers will send renewal offers for most insurance policies, there are some which are not "renewable". For these, if you wish to effect similar insurance for a subsequent period, you will need to complete a further proposal form/declaration before the current policy expires so that we can seek terms of insurance and quotations on your behalf.

### Essential reading of policy wording

The policy wordings for your insurances have either been provided to you or will be sent to you as soon as they are received from your Insurers. We recommend that you read these documents carefully as soon as possible and advise us in writing of any aspects which are not clear to you or if any aspect of the cover does not meet with your requirements

### Refund of Premium

If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. Depending on our arrangements with the insurer, we may also retain the portion of the commission that was paid to us by the Insurer for the policy.

### Cancellation of Policy or Deficient Cover Due to Non Payment of Premium

We shall not be held responsible for the cancellation of your policy, a deficiency in cover, or the denial of a claim by your insurer where you have not paid, or did not pay, any amount of premium due to us or your Insurer, or instalments to your premium financier.

### General

Many areas of insurance are complex and some implications may not be evident to you. If there are any aspects of your insurances that you do not understand or you require further explanation, please contact us immediately.

### Disclosure

This above information is not comprehensive. It provides only a summary of the subject matter covered and is not tailored specifically to your business or private situation. You should make your own assessment of this information and rely on it wholly at your own risk.

### General Advice Warning

The information in this document is of a general nature only and does not take into account your objectives, financial situation or needs. You should consider whether the information is suitable for you and your personal circumstances. Before you make any decisions in relations to a financial product, you should obtain and read the relevant product disclosure statement. You should seek professional advice before acting on any material.

All opinions, conclusions, forecasts or recommendations are reasonably held at the time of compilation but are subject to change without notice. Findex Insurance Brokers Pty Ltd | ABN 17 139 730 528 | AFSL No. 342526, assumes no obligation to update this content after it has been issued.

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
---	--

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 <sup>th</sup> 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 endorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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.

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- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

- 4.1 Normally, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfers 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; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
- 16.11.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by 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 *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot of 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 Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

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