



**CHOICES**

- Vendor agrees to accept a *deposit-bond*** (clause 3)  NO  yes  
**Proposed *electronic transaction*** (clause 30)  NO  yes

**TAX INFORMATION (THE PARTIES PROMISE THIS IS CORRECT AS FAR AS EACH PARTY IS AWARE)**

- Land tax is adjustable**  NO  yes  
**GST: Taxable supply**  NO  yes in full  yes to an extent  
**Margin scheme will be used in making the taxable supply**  NO  yes

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

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

**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – NAME, ADDRESS AND TELEPHONE NUMBER**

**Ace Body Corporate - Bruce Watson**  
**PO Box 3377, MILDURA VIC 3502**  
**03 5021 3421**

**LIST OF DOCUMENTS**

**General**

- 1 property certificate for the land
- 2 plan of the land
- 3 unregistered plan of the land
- 4 plan of land to be subdivided
- 5 document that is to be lodged with a relevant plan
- 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- 7 section 149(5) information included in that certificate
- 8 sewerage infrastructure location diagram (service location diagram)
- 9 sewer lines location diagram (sewerage service diagram)
- 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- 11 section 88G certificate (positive covenant)
- 12 survey report
- 13 building certificate given under *legislation*
- 14 insurance certificate (Home Building Act 1989) brochure
- 15 or warning (Home Building Act 1989)
- 16 lease (with every relevant memorandum or variation)
- 17 other document relevant to tenancies
- 18 old system document
- 19 Crown purchase statement of account
- 20 building management statement
- 21 form of requisitions
- 22 *clearance certificate*
- 23 land tax certificate

**Swimming Pools Act 1992**

- 24 certificate of compliance
- 25 evidence of registration
- 26 relevant occupation certificate
- 27 certificate of non-compliance
- 28 detailed reasons of non-compliance

**Strata or community title (clause 23 of the contract)**

- 29 property certificate for strata common property
- 30 plan creating strata common property
- 31 strata by-laws
- 32 strata development contract or statement
- 33 strata management statement
- 34 leasehold strata - lease of lot and common property
- 35 property certificate for neighbourhood property
- 36 plan creating neighbourhood property
- 37 neighbourhood development contract
- 38 neighbourhood management statement
- 39 property certificate for precinct property
- 40 plan creating precinct property
- 41 precinct development contract
- 42 precinct management statement
- 43 property certificate for community property
- 44 plan creating community property
- 45 community development contract
- 46 community management statement
- 47 document disclosing a change of by-laws
- 48 document disclosing a change in a development or management contract or statement
- 49 document disclosing a change in boundaries
- 50 information certificate under Strata Schemes Management Act 2015
- 51 information certificate under Community Land Management Act 1989

**Others**

- 52

## SPECIAL CONDITIONS

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

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

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

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

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

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

## **GUARANTEE AND INDEMNITY**

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

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

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

**SCHEDULE**

Vendor: \_\_\_\_\_ of \_\_\_\_\_

Purchaser: \_\_\_\_\_ of \_\_\_\_\_

Guarantor: \_\_\_\_\_

IN WITNESS whereof the said Guarantors have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2018

SIGNED SEALED AND DELIVERED by the \_\_\_\_\_ )  
said Guarantor in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4/SP41363

<u>SEARCH DATE</u>	<u>TIME</u>	<u>EDITION NO</u>	<u>DATE</u>
9/5/2018	4:41 PM	6	9/10/2007

LAND

LOT 4 IN STRATA PLAN 41363  
AT WENTWORTH  
LOCAL GOVERNMENT AREA WENTWORTH

FIRST SCHEDULE

TERRENCE JOHN BOURKE (TA AD473424)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP41363

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

af02300035

PRINTED ON 9/5/2018

Obtained from NSW LRS on 09 May 2018 04:41 PM AEST


\* 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.


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**COUNCIL'S CERTIFICATE**  
 The Council of the Shire of Wentworth, Shire of Wentworth, State of New South Wales, do hereby certify that the requirements of the Strata Title Act, 1972 have been complied with, in relation to the proposed subdivision of land shown on the plan of subdivision attached hereto, and that the plan of subdivision is in accordance with the provisions of the Strata Title Act, 1972.  
 The proposed subdivision is shown on the plan of subdivision attached hereto, and is subject to the restrictions on the use of land or positive covenants, as shown on the plan of subdivision attached hereto.  
 Dated this 1st day of April 1992.  
 Signature of Council Clerk: *[Signature]*  
 Signature of Council Chairman: *[Signature]*

**SURVEYOR'S CERTIFICATE**  
**PETER ROBERT DANSON**  
**183 WALNUT AVENUE, MILDURA 3500**  
 I, the undersigned, being a duly qualified and registered Surveyor under the Survey Act, 1952, do hereby certify that:  
 (1) I have surveyed the land shown on the plan of subdivision attached hereto, and that the plan is in accordance with the provisions of the Survey Act, 1952.  
 (2) I have surveyed the boundaries of the land shown on the plan of subdivision attached hereto, and that the plan is in accordance with the provisions of the Survey Act, 1952.  
 (3) I have surveyed the boundaries of the land shown on the plan of subdivision attached hereto, and that the plan is in accordance with the provisions of the Survey Act, 1952.  
 (4) I have surveyed the boundaries of the land shown on the plan of subdivision attached hereto, and that the plan is in accordance with the provisions of the Survey Act, 1952.  
 (5) I have surveyed the boundaries of the land shown on the plan of subdivision attached hereto, and that the plan is in accordance with the provisions of the Survey Act, 1952.  
 Dated this 19th day of December 1991.  
 Signature of Surveyor: *[Signature]*  
 Name of Surveyor: Peter Robert Danson  
 Date: 19th December 1991  
 \* Date of Implication: 19th December 1991  
 † State number during or after, and where registered number: 2  
 This is sheet 1 of any Plan in 2 sheets.

**PLAN OF SUBDIVISION OF LOT 6 IN DP 24255**  
 Map/Shire: **WENTWORTH** Locality: **WENTWORTH**  
 Parish: **WENTWORTH** County: **WENTWORTH**  
 Reduction Ratio 1: **500** Lengths are in metres   
 Name of, and \*address for service of notices on, the body corporate:  
 \*Address required on original strata plan only.  
**THE PROPRIETORS - STRATA PLAN No. 41363**  
**72 - 74 ADAMS STREET**  
**WENTWORTH N.S.W. 2648**

**STRATA PLAN 41363**  
 Registered:  19. 5. 1992  
 C.A.: No 5/92 OF 15. 4. 1992  
 Purpose: **STRATA PLAN**  
 Ref. Map: **TN. OF WENTWORTH**  
 Last Plan: **DP 24255#**

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

*Clark Harris*  
*Debonis*  
**NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 837**  
 SIGNED AT STONEY HILL 30th DAY OF APRIL 1992 FOR NATIONAL AUSTRALIA BANK LIMITED BY *[Signature]* ATTORNEYS GENERAL APPOINTED ATTORNEYS UNDER POWER OF ATTORNEY No. 549 BOOK 3874

**ASSISTANT MANAGER**  
*[Signature]*  
 WITNESSES  
 Share Securities  
 Special Agent Sydney  
 State Affairs  
 5-11-91

**PLAN AMENDED IN LTD. AT SURVEYOR'S REQUEST**

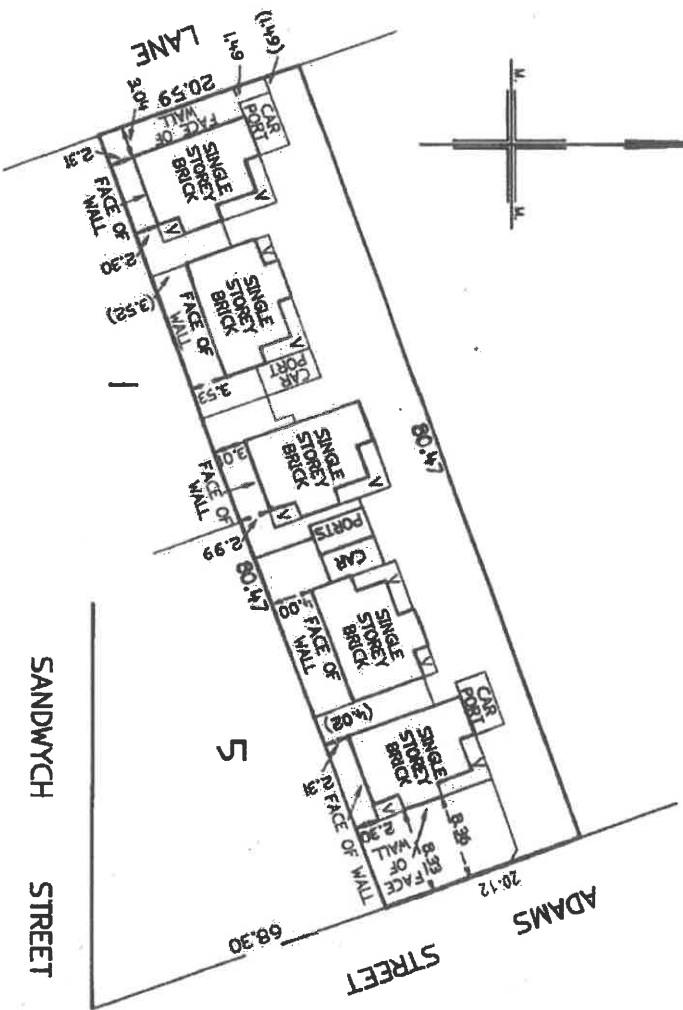


Table of mm 100 110 120 130 140 150 160  
 SURVEYOR'S REFERENCE: 989

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

- NOTES:-**
- BOUNDARIES ARE OUTER FACES OF WALLS
  - \* DENOTES FROM OUTER FACE OF WALL
  - Ø DENOTES GARDEN AREA
  - ∇ DENOTES VERANDAH

GARDEN AREAS ARE LIMITED IN HEIGHT TO 6 METRES ABOVE AND 3 METRES BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE RESPECTIVE UNIT.

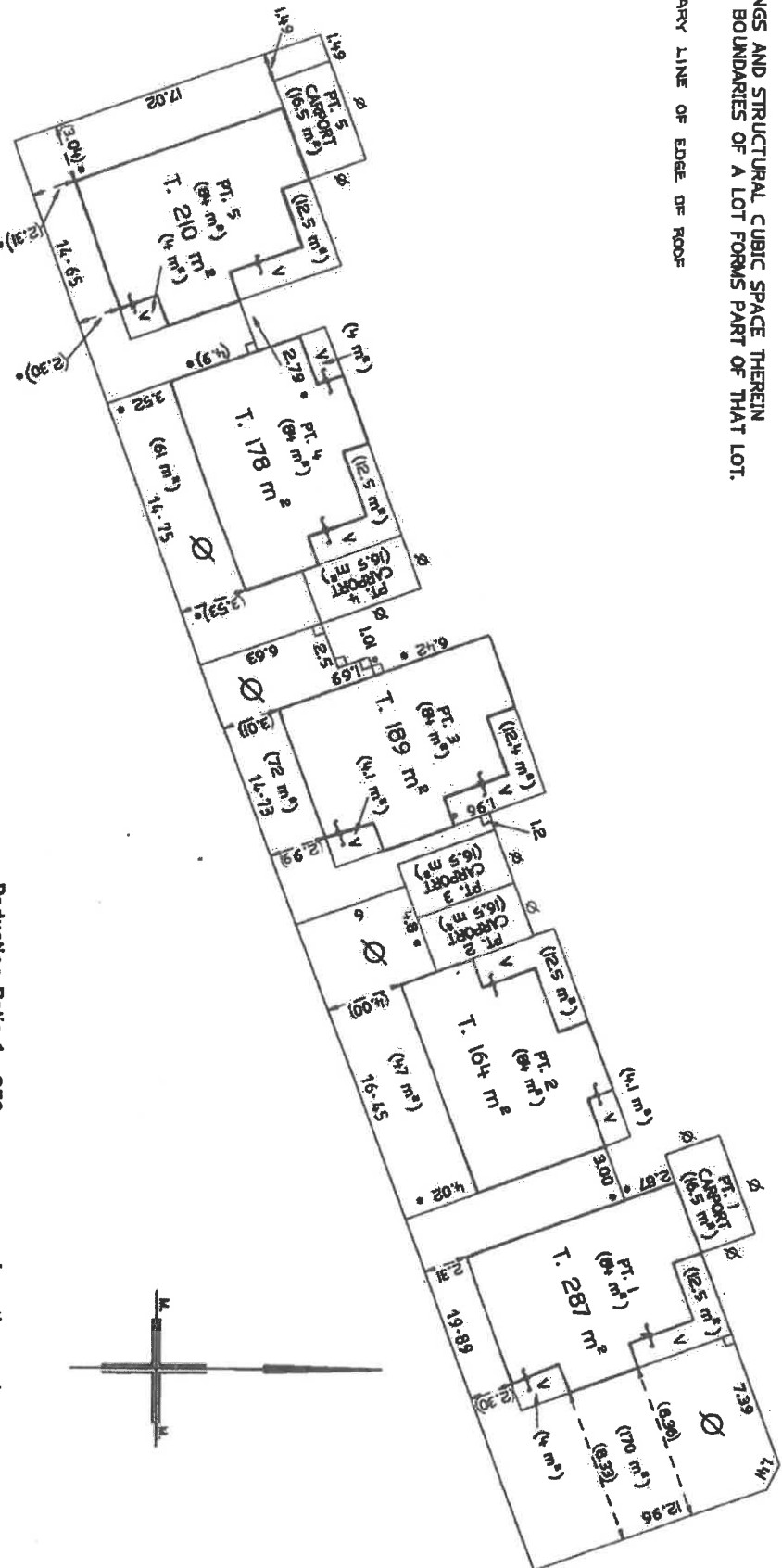
THE PART OF LOTS 1 TO 5 WHICH CONTAIN A BUILDING ARE LIMITED IN HEIGHT TO 6 METRES ABOVE AND 1 METRE BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE RESPECTIVE UNIT.

CARPORIS ARE LIMITED IN HEIGHT TO 4 METRES ABOVE AND 1 METRE BELOW THE UPPER SURFACE OF THE CONCRETE SLAB.

THE BUILDINGS AND STRUCTURAL CUBIC SPACE THEREIN WITHIN THE BOUNDARIES OF A LOT FORMS PART OF THAT LOT.

Ø BOUNDARY LINE OF EDGE OF ROOF

UNIT	SCHEDULE OF UNIT ENTITLEMENT	ENTITLEMENT
1		287
2		164
3		189
4		178
5		210
	AGGREGATE OF UNIT ENTITLEMENT	1028



Reduction Ratio 1: 250

Lengths are in metres

*Russ R. Deane*  
 Registered Surveyor

Surveyor's Reference: 989

*[Signature]*  
 Council Clerk





NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

---

FOLIO: CP/SP41363

---

SEARCH DATE	TIME	EDITION NO	DATE
9/5/2018	4:43 PM	1	19/5/1992

LAND

---

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 41363  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WENTWORTH  
LOCAL GOVERNMENT AREA WENTWORTH  
PARISH OF WENTWORTH COUNTY OF WENTWORTH  
TITLE DIAGRAM SHEET 1 SP41363

FIRST SCHEDULE

---

THE OWNERS - STRATA PLAN NO. 41363  
ADDRESS FOR SERVICE OF DOCUMENTS:  
72-74 ADAMS STREET  
WENTWORTH N.S.W. 2648

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- \* 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA SCHEMES MANAGEMENT REGULATION 2016

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1028)

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STRATA PLAN 41363

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 287	2	- 164	3	- 189	4	- 178
5	- 210						

NOTATIONS

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NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS

RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

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

af02300035

PRINTED ON 9/5/2018

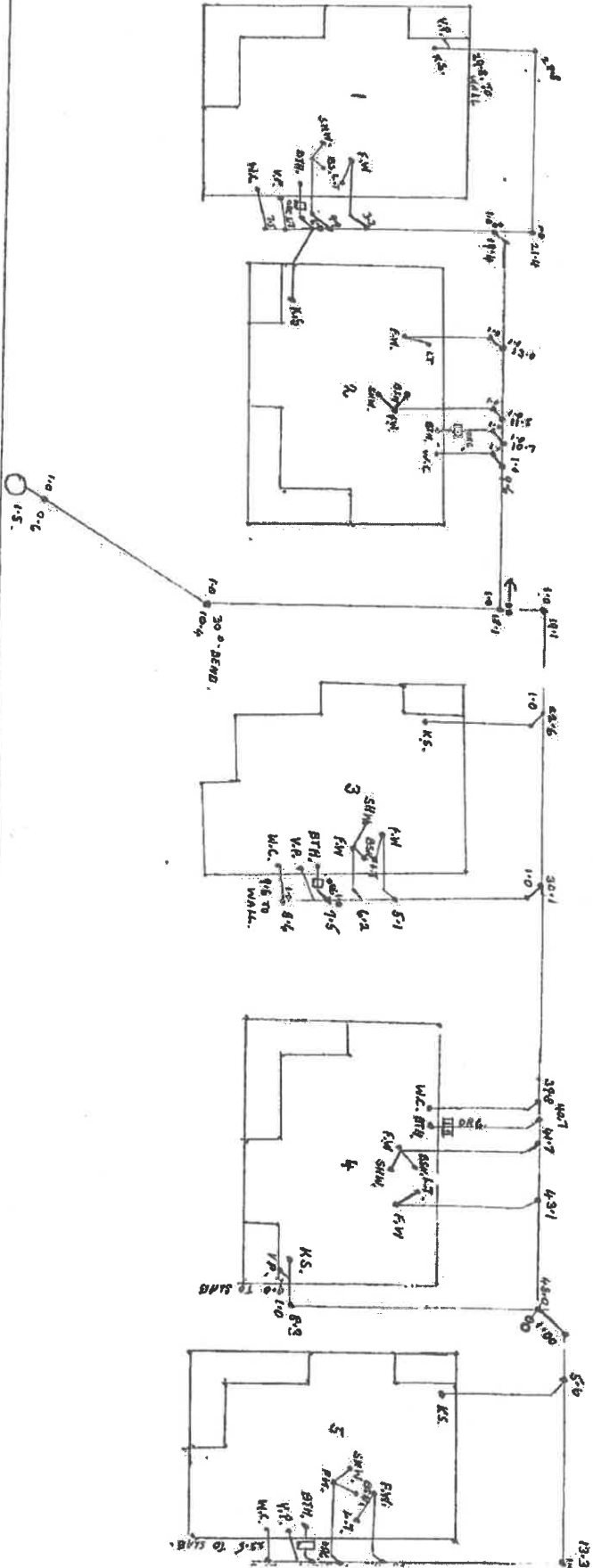
Obtained from NSW LRS on 09 May 2018 04:43 PM AEST

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ADAMS STREET.

MC 67125 - 67124



FOURTEENTH STREET CLOSE BY. A.D.  
 72-74 ADAMS STREET  
 WENTWORTH.  
 MEASURED BY RAGG WOODWARD & (NUMBER).  
 MAX WRIGHT DEC. 91



# Wentworth Shire Council

26-28 Adelaide Street WENTWORTH NSW 2648  
PO Box 81 WENTWORTH NSW 2648

Our Reference: PC:DOC/18/6748  
Your Reference: LKC:KRO: 181027  
Contact: Health & Planning Division  
Phone: 03 5027 5027  
Date: 14 May 2018

Maloney Anderson Legal - Mildura  
PO Box 5107  
MILDURA PRIVATE BOXES VIC 3502

Email: [kosborne@maloneyandersonlegal.com.au](mailto:kosborne@maloneyandersonlegal.com.au)

Dear Sir / Madam

**SECTION 10-7 CERTIFICATE 2018-141 BOURKE UNIT 4 NO 74 ADAMS STREET LOT 4 SP 41363  
WENTWORTH**

Further to the Application for a Section 10.7 Certificate received on 11 May 2018 please find attached the Planning Certificate 2018-141 providing information on the development standards of the above property including the planning restrictions that apply to the land at the date of issue.

A copy of the Sewer Drainage Plan is also attached for your records as requested.

If you require any further information please contact the Health & Planning Division on Tel: (03) 5027 5027.

Yours faithfully

**KEN ROSS  
DIRECTOR HEALTH & PLANNING  
ATTACHMENT**



26- 28 Adelaide Street  
Po Box 81  
WENTWORTH NSW 2648  
Tel: 03 5027 5027  
council@wentworth.nsw.gov.au

**Notice of a  
Planning Certificate under Section 10.7**

issued under the *Environmental Planning and Assessment Act 1979* Section 10.7.

**Our Ref:** DOC/18/6748

**Applicant reference no:** LKC:KRO: 181027

**Section 10.7 certificate no:** 2018-141

**Applicant name:** Maloney Anderson Legal - Mildura

**Applicant address:** PO Box 5107 MILDURA PRIVATE BOXES VIC 3502

**Owner name:** Terrence John Bourke

**Owner address:** Unit 1 No 524 Walnut Avenue, MILDURA VIC 3500

**Subject land:** unit 4 / 74 Adams Street Lot 4 SP 41363 WENTWORTH

**Date of certificate:** 14 May 2018

**PROFESSIONAL DISCLAIMER**

The attached information has been taken from Council's records and is provided in good faith. When information pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 is requested, Council is under no obligation to furnish any information pursuant to that Section. Council draws your attention to Section 10.7(6) of the Act which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference in this Certificate to any matter affecting the land shall not imply that the land is not affected by any such matter.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information they have provided.

Council is prepared to provide up to date oral information about matters disclosed throughout, if it does so, it accepts no responsibility for the accuracy of information given and no employee of Council is authorised to bind Council by such information.

**Signed:** KEN ROSS  
DIRECTOR HEALTH & PLANNING  
under delegation on behalf of the Shire of Wentworth



**DISCLOSURE OF INFORMATION IN RELATION TO THE SUBJECT LAND AS PER SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

Section 10.7 Certificate No: 2018-141

<p><b>1. Names of relevant planning instruments and DCPs</b></p> <p>a) The name of each environmental planning instrument that applies to the carrying out of development on the land.</p> <p>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).</p> <p>c) The name of each development control plan that applies to the carrying out of development on the land.</p> <p>d) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.</p>	<p>a) Wentworth Local Environmental Plan 2011, dated 16 December 2011.</p> <p>b) See Annexure 1.</p> <p>c) Wentworth Development Control Plan December 2011.</p> <p>d) Not applicable.</p>
<p><b>2. Zoning and land use under relevant LEPs</b></p> <p>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):</p> <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>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) Not applicable.</p>



<p><b>2A.Zoning and land use under <u>State Environmental Planning Policy (Sydney Region Growth Centres) 2006</u></b></p> <p>To the extent the land is within any zone (however described) under:</p> <p>a) Part 3 of the State Environmental Planning Policy <u>State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)</u>, or</p> <p>b) A Precinct Plan (within the meaning of the 2006 SEPP) or</p> <p>c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act, the particulars referred to in clause 2(a)-(h) in relation to that land (with reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).</p>	<p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p>
<p><b>3. Complying development</b></p> <p>a) The extent to which the land is land on which complying development may be carried out 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 <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u>.</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, 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. Coastal protection</b></p> <p>Whether or not the land is affected by the operation of section 38 or 39 of the <u>Coastal Protection Act 1979</u>, but only to the extent that the council has been so notified by the Department of Finance, Services and Innovation.</p>	<p>Not applicable.</p>
<p><b>4A.Certain information relating to beaches and coasts</b></p> <p>In relation to a coastal council – whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.</p>	<p>Not applicable.</p>

<p>In relation to a coastal council:</p> <p>a) Whether the council has been notified under section 55X of the <u>Coastal Protection Act 1979</u> that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>b) If works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p>	<p>Not applicable.</p>
<p><b>4B. Annual charges under <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works</b></p> <p>In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).</p> <p>Note: “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the <u>Local Government Act 1993</u>.</p>	<p>Not applicable.</p>
<p><b>5. Mine subsidence</b></p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>	<p>Not applicable.</p>
<p><b>6. Road widening and road realignment</b></p> <p>Whether or not the land is affected by any road widening or road realignment under:</p> <p>a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>b) any environmental planning instrument, or</p> <p>c) any resolution of the council.</p>	<p>Not applicable.</p>
<p><b>7. Council and other public authority policies on hazard risk restrictions</b></p> <p>Whether or not the land is affected by a policy:</p> <p>a) adopted by the council, or</p> <p>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).</p>	<p>Not Applicable.</p>
<p><b>7A. Flood related development controls information</b></p> <p>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.</p>	<p>a) Not applicable.</p>

<p>b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.</p> <p>c) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>b) Not applicable.</p>
<p><b>8. 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.</p>	<p>Not applicable.</p>
<p><b>9. Contribution plans</b> The name of each contributions plan applying to the land.</p>	<p>Not applicable.</p>
<p><b>9A. Biodiversity certified land</b> If the land is biodiversity certified land under Part 8 of the <u><i>Biodiversity Conservation Act 2016</i></u>, a statement to that effect.</p> <p>Note: Biodiversity certified land includes land certified under Part 7AA of the <u><i>Threatened Species Conservation Act 1995</i></u> that is taken to be certified under Part 8 of the <u><i>Biodiversity Conservation Act 2016</i></u>.</p>	<p>Not applicable.</p>
<p><b>10. Biodiversity stewardship sites</b> If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <u><i>Biodiversity Conservation Act 2016</i></u>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).</p> <p>Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <u><i>Threatened Species Conservation Act 1995</i></u> that are taken to be biodiversity stewardship agreements under Part 5 of the <u><i>Biodiversity Conservation Act 2016</i></u>.</p>	<p>No, Wentworth Shire Council has not been notified of the existence of a biodiversity stewardship agreement by the Office of Environment &amp; Heritage in relation to this property.</p>
<p><b>10A. Native vegetation clearing set asides</b> If the land contains a set aside area under section 60ZC of the <u><i>Local Land Services Act 2013</i></u>, 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).</p>	<p>No, Wentworth Shire Council has not been notified of the existence of a set aside area by the Local Land Services in relation to this property.</p>
<p><b>11. Bush fire prone land</b> 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.</p>	<p>Not applicable. This information has been sourced from mapping provided by the NSW Rural Fire Service.</p>

<p><b>12. Property vegetation plans</b>          If the land is land to which a property vegetation plan approved under Part 4 of the <u><i>Native Vegetation Act 2003</i></u> (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).</p>	<p>Not applicable.          This information has been sourced from NSW Local Land Services.</p>
<p><b>13. Orders under <u>Trees (Disputes Between Neighbours) Act 2006</u></b>          Whether an order has been made under the <u><i>Trees (Disputes Between Neighbours) Act 2006</i></u> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).</p>	<p>No, Council has not been notified by the Land Environment Court of any orders having been made under the <u><i>Trees (Disputes Between Neighbours) Act 2006</i></u> in relation to this property.</p>
<p><b>14. Directions under Part 3A</b>          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</p>	<p>No, there is no direction in force from the Minister under Section 75P (2) (c1) in relation to this property.</p>
<p><b>15. Site compatibility certificates and conditions for seniors housing</b>          If the land is land to which <u><i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i></u> applies:</p> <p>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:</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, 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>	<p>Not applicable.</p> <p>Not applicable.</p>
<p><b>16. Site compatibility certificates for infrastructure, schools or TAFE establishments</b></p> <p>a) A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), 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>	<p>Not applicable.</p>

<p><b>17. 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> <ul style="list-style-type: none"> <li>(i) the period for which the certificate is current, and</li> <li>(ii) that a copy may be obtained from the head office of the Department.</li> </ul> <p>b) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of <u>State Environmental Planning Policy (Affordable Rental Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>	<p>Not applicable.</p> <p>Not applicable.</p>
<p><b>18. 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>19. 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> <ul style="list-style-type: none"> <li>a) The matter certified by the certificate, and  <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 – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</li> <li>b) The date on which the certificate ceases to be current (if any), and</li> <li>c) That a copy may be obtained from the head office of the Department.</li> </ul>	<p>Not applicable.</p>
<p><b>20. 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 <u>Home Building Act 1989</u>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	<p>Not applicable.</p>
<p><b>21. Affected building notices and building product rectification orders</b></p> <ul style="list-style-type: none"> <li>(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.</li> <li>(2) A statement of: <ul style="list-style-type: none"> <li>a) Whether there is any building product</li> </ul> </li> </ul>	<p>Not applicable.</p> <p>Not applicable.</p>

<p>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:  <b>Affected building notice</b> has the same meaning as in Part 4 of the <u>Building Products (Safety) Act 2017</u>.  <b>Building product rectification order</b> has the same meaning as in the <u>Building Products (Safety) Act 2017</u>.</p>	<p>Not applicable.</p>
<p><b>22. 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>



**CERTIFICATE UNDER SECTION 10.7(1) PURSUANT TO SECTION 10.7(5) OF THE  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
Section 10.7 Certificate No: 2018-141

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?	The land is within the Wentworth Town Levee Bank system protected to a height of 0.9 metres above the 1956 flood level.
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?	Yes *Mobile Garbage Bin has been issued to this property. *The comments and information contained in this certificate relate to the property described in the section "Description of Land". *The information contained in this certificate has been compiled from Council's records – no physical inspection of the property was carried out.

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

**Signed: KEN ROSS  
DIRECTOR HEALTH & PLANNING  
under delegation on behalf of the Shire of Wentworth**

**Dated: 14 May 2018**



**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**

**Draft State Planning Policies:**

**No. 49 – Tourism Accommodation in Private Homes.**

**State Planning Policies:**

**No 4 - Development Without Consent and Miscellaneous Complying Development** – This policy allows relatively simple or minor changes of land or building use and certain types of development without the need for formal development applications. The types of development covered in the policy are outlined in the policy.

**No 6 - Number of Storeys in a Building** – Sets out a method for determining the number of storeys in a building, to prevent possible confusion arising from the interpretation of various environmental planning instruments.

**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 30 – Intensive Agriculture** – Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning controls over this export-driven rural industry. The policy does not alter the functions of the consent authority if, and where, such development is permitted.

**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 44 Koala Habitat Protection** - Encourages the conservation and management of natural vegetation areas that provide habitat for koalas to ensure permanent free-living populations will be maintained over their present range. The policy applies to 107 local government areas. Local councils cannot approve development in an area affected by the policy without an investigation of core koala habitat. 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.

**No 50 – Canal Estates** – 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 52 – Farm Dams and Other Works in Land and Water Management Plan Areas** – Applies to 11 irrigation areas or districts and lands shown on the plans. They are: Coleambally, Jemalong, Wyldes Plains, Buronga, Tabbita and Wah Wah; Berriquin, Cadell, Denemein and Wakool, which are part of the area administered by Murray Irrigation Ltd; and land in East Cadell in the Murray local government area. The policy amends the threshold used to determine what is 'designated development' in relation to farm dams (artificial waterbodies). It applies in areas where there are approved land and water management plans (LWMP) and farm plans have been approved. Currently only the area administered by Murray Irrigation Corporation has approved LWMPs (i.e. for Berriquin, Caddell, Denemein and Wakool). As other LWMPs are approved, the policy may be amended to incorporate the areas covered by those plans. The policy amends SEPP No. 4 to enable Irrigation corporations within the areas covered by the policy to carry out routine maintenance and emergency works without the need for development consent.

**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 62 – Sustainable Aquaculture** - Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identify and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

**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.

**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 (Major Projects) 2005** - Formerly known as State Environmental Planning Policy (State Significant Development) 2005. Defines certain developments that are major projects under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. The SEPP also lists State

significant sites. The policy repeals SEPP 34 and SEPP 38, as well as provisions in numerous other planning instruments, declarations and directions.

**SEPP (Temporary Structures) 2007** - Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of places of public entertainment and temporary structures (such as tents, marquees and booths) from the Local Government Act 1993 to the Environmental Planning and Assessment Act 1979.

**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 (Rural Lands) 2008** - The aim of this policy is to facilitate the orderly and economic use and development of rural lands for rural and related purposes.

**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 (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 (Housing for Seniors or People with a Disability) 2004** – This policy aims to encourage the development of high quality accommodation for our aging population and for people who have disabilities – housing that is in keeping with the local neighbourhood.

**SEPP No. 65 – Design Quality of Residential Flat Development** – Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design approval and construction stages.

**SEPP (Affordable Rental Housing) 2009** – Establishes a consistent planning regime for the provision of affordable rental housing. This policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitates development of housing for the homeless and other disadvantaged people.

(b) **REGIONAL ENVIRONMENTAL PLANS**

**Western Division REP 1 - Extractive Industries** - Provides consistent control of extractive industries in the Western Division, to ensure there is adequate site management and to protect valuable agricultural land, water quality, riparian environs, heritage items and aboriginal sites of significance. The plan also provides for rehabilitation of quarries after extraction

**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**

Child care centres; Community facilities; Dwelling houses; Home industries; Liquid fuel depots; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Schools; 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; Port facilities; Rural industries; Rural workers' dwellings; Sex services premises; Vehicle body repair workshops; Wharf or boating facilities.



Revenue

Enquiry ID 2893429  
Agent ID 81290352  
Issue Date 09 May 2018  
Correspondence ID 1671182721  
Your reference 181027

GLOBALX INFORMATION PTY LTD  
GPO Box 2746  
BRISBANE QLD 4001

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

This information is based on data held by Revenue NSW.

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Land ID	Land address	Taxable land value
S41363/4	Unit 72, 74 ADAMS ST WENTWORTH 2648	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2018 tax year.

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Yours sincerely,

Stephen R Brady  
Chief Commissioner of State Revenue

## Revenue NSW contact details



For more information and services on land tax  
[www.revenue.nsw.gov.au/taxes/land](http://www.revenue.nsw.gov.au/taxes/land)



1300 139 816\*



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

- \* Interstate customers call 1800 061 163
- Overseas customers call +61 2 9761 4956
- Help in community languages is available.

## Important information

### 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 clearance certificate protects a purchaser from any outstanding land tax liability by a previous owner. It does not provide any protection to the owner of the land.

### Why is the certificate clear from land tax?

The certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the tax has been paid
- the Chief Commissioner 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 had not been detected when 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.

### Why is the 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?

To remove a charge from a clearance certificate the outstanding tax must be paid. To do this the owner should follow the steps shown on the certificate or contact Revenue NSW if no instructions are shown.

You should allow 10 working days to process a request.

### How do I get an updated certificate?

A certificate can be updated by using our online clearance certificate update service at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance) or reprocess the certificate through your Client Service Provider (CSP).

Please ensure you have allowed sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and threshold

The taxable land value shown on the clearance certificate is the value that is used by Revenue NSW when assessing land tax.

Details on land tax threshold and rates, as well as the land tax calculator and examples are available at [www.revenue.nsw.gov.au/taxes/land](http://www.revenue.nsw.gov.au/taxes/land)

Issued on behalf of the Insurers:  
QBE Insurance (Aust) Ltd ABN 78 003 191 035 82 Pitt Street Sydney NSW 2000 (AFS Licence No: 239545)



**Policy No:** HU0005350  
**Period of Insurance:**  
**From:** 01/05/18  
**To:** 01/05/19 at 4.00 pm

**The Insured & Situation:**  
The Owners - Strata Plan 41363  
72-74 ADAMS STREET  
WENTWORTH  
NSW 2648

### Certificate of Currency - Tax Invoice

Cover Selected	Sum Insured
POLICY 1 INSURED PROPERTY (Building) Loss of Rent/Temp Accommodation (15%) INSURED PROPERTY (Common Area Contents) FLOOD	871,113 130,667 8,711 Excluded
POLICY 2 PUBLIC OR LEGAL LIABILITY	20,000,000
POLICY 3 VOLUNTARY WORKERS	200,000/2,000
POLICY 4 WORKERS COMPENSATION (NSW, ACT, TAS & WA ONLY)	Not selected
POLICY 5 FIDELITY GUARANTEE	100,000
POLICY 6 OFFICE BEARER'S LEGAL LIABILITY	1,000,000
POLICY 7 MACHINERY BREAKDOWN Loss of Rent/Temp Accommodation (20%)	Not selected Not selected
POLICY 8 CATASTROPHE INSURANCE (Insured Property) Extended cover - Rent/Temp Accommodation (15%) Escalation in Cost of Temp Accommodation (5%) Cost of Storage and Evacuation (5%)	130,667 19,600 6,533 6,533
POLICY 9 Government Audit Costs Appeal expenses - common property health & safety breaches Legal Defence Expenses	25,000 100,000 50,000
POLICY 10 LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	250,000

Date of Issue:  
Issue Fee Incl GST:  
Issue Fee GST:

This certificate confirms that on the date of issue noted above, a policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the policy terms and conditions contained in the actual policy document. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

CHU Underwriting Agencies Pty Ltd is an underwriting intermediary acting on behalf of the insurers.

Our Ref: 140510849

New South Wales/ACT  
1 Northcliff Street  
Milsons Point 2061  
PO Box 507, Milsons Pt  
1565  
Phone: 1300 361 263  
Fax: 1300 361 269  
info\_nsw@chu.com.au

Victoria / Tasmania  
Level 21, 150 Lonsdale Street  
Melbourne 3000  
GPO Box 3208, Melbourne 3001  
Phone: 03 8695 4000  
Fax: 03 9620 1969  
Tasmania Ph: 1800 650 603  
info\_vic@chu.com.au

Queensland  
Level 13, King George Central  
145 Ann Street, Brisbane 4000  
GPO Box 705, Brisbane 4001  
Phone: 07 3135 7900  
Fax: 07 3135 7901  
info\_qld@chu.com.au

Western Australia  
Level 4, 55 St Georges Terrace  
Perth 6000  
PO Box 5721, Perth 6831  
Phone: 08 9466 8600  
Fax: 08 9466 8601  
info\_wa@chu.com.au

South Australia  
Ground Floor  
208 Greenhill Road  
Eastwood 5063  
Phone: 08 8394 0444  
Fax: 08 8394 0445  
info\_sa@chu.com.au

CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070 AFS Licence No: 243261

www.chu.com.au

# MINUTES OF EXTRAORDINARY GENERAL MEETING

## Owners Corporation SP41363

(72-74 Adams Street WENTWORTH)

Held – 9.30am at 72-74 Adams Street WENTWORTH held on Thursday 4th May 2018

### **Attendance / Proxies:**

Lot 1- Kath Herring

Lot 2 - Steve & Lorraine Winter

Lot 3 – Ivy Barber

Lot 4 – Steve Winter (under proxy from Terry & Joy Bourke)

Lot 5 – Clarence & Lynette Parfrey

### **Chairperson**

Moved by meeting to elect Steve Winter as the chairperson for the meeting.

### **Quorum**

As 25% or more of owners were represented in person or by proxy, a quorum for the meeting was declared and as such all decisions made would be binding.

### **AGENDA ITEMS per notice of meeting.**

- 1 That minutes of last Annual General Meeting held by Body Corporate Strata Group be approved.  
*Votes for : Nil Against: 5*
- 2 Resolved to remove Regional Strata NSW as Owners Corporation Manager for SP41363 and provide written notice to that company that their services be terminated with immediate effect.  
*Votes for : 5 Against: Nil*
- 3 Resolved to appoint Jakes Global Services trading as Ace Body Corporate Management (Balmain) as Owners Corporation Manager for SP41363 as recommended by the Chairperson of the Owners Corporation.  
*Votes for : 5 Against: Nil*
- 4 Resolved that two lot owners subsequent to this meeting would be authorised to sign as witness to the Common Seal of Owners Corporation SP41363 a Contract of Appointment – Owners Corporation Management between Jakes Global Services trading as Ace Body Corporate Management (Balmain) and Owners Corporation SP41363.  
*Votes for : 5 Against: Nil*
- 5 Resolved that authority be provided for the new Manager to make a request that all existing Owners Corporation records (including funds held at bank) be handed over by Regional Strata NSW to Ace Body Corporate Management (Balmain) by 12th June 2018.  
*Votes for : 5 Against: Nil*
- 6 To consider other Common Property matters / General Business.  
Resolved that a committee of 4 lot owners be elected and would comprise Steve Winter, Ivy Barber, Kath Herring & Lynette Parfrey, with Steve Winter, duly elected as the Chairperson.  
Resolved that the new Manager be appointed as the arranger for the insurance and that further quotes were to be obtained by the Manager. When received, these quotes were to be referred to the Committee for consideration and determination, prior to maturity of the current policy on the 1<sup>st</sup> May 2019.

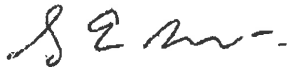
Noted by meeting that the bottle brush and needle pine on the common property along the fence needed to be removed.

Resolved that new Manager would obtain a quote for removal and refer it to the committee for a decision.

***Votes for: 5 Against: Nil***

Meeting closed at 10.20am.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'S Winter'.

**Steve Winter  
Chairperson  
Owners Corporation SP41363  
(72-74 Adams Street Wentworth)**



## **Minutes of the Annual General Meeting**

<b>Owners Corporation</b>	41363
<b>Property Address</b>	72-74 Adams Street , WENTWORTH
<b>Meeting Date</b>	Friday 28 April, 2017
<b>Meeting Location</b>	The Setts Business Centre, 110-114 Eighth Street, Mildura Vic 3500
<b>Meeting Commenced</b>	10:00 am
<b>Body Corporate Strata Group rep. by</b>	Miranda Bauer
<b>Members Present</b>	Steve & Lorraine Winter (2), Terry & Joy Bourke (4),
<b>Proxies</b>	Nil
<b>Apologies</b>	Nil
<b>Notes</b>	

### **1. Election Of A Chairperson For The Meeting**

Miranda Bauer is elected Chairperson for the Annual General Meeting.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

### **2. Declaration Of A Quorum**

As a quorum was not present either in person or by proxy, all decisions at this meeting will remain interim decisions for a period of 28 days. They will become the resolutions of the Owners Corporation on the 29th day provided no objections are received in writing during this period.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

### **3. Minutes Of Previous Meeting**

Previous AGM date: 17-Jun-2016

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the minutes of previous meeting as a true and correct record of proceedings.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

### **4. Managers Report**

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Manager's Report as presented by the Manager.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

### **5. Committee Report**

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

**Notes** As a committee was not elected within the past financial year no committee report was required to be presented.

## 6. Financial Reports

Financial reports have been prepared and circulated by Body Corporate Strata Group.

Year ending: 31-Mar-2017

Bank balance (Administration): \$2,343.53

Bank balance (Sinking/Investment): \$0.00

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Financial Reports as presented by the Manager.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

## 7. Building Insurance

### General Advice Warning

The Product Disclosure Statement (PDS) for the building insurance policy is available at [www.bodycorporatestrata.com.au](http://www.bodycorporatestrata.com.au). The Manager recommends that the Members of the Owners Corporation refer to the PDS to make an assessment on whether the product satisfies your building needs and objectives.

Last Valuation Date	
Amount At Last Valuation Date	\$0
Policy number	HU0005350
Insurer	Strata Insurance - CHU
Insured to	1-May-2017

### Insurance Policy Cover Details

Cover type	Cover amount
Building/Common Property	\$829,631
Public Liability	\$10,000,000
Loss of Rent/Temp Accommodation	\$124,445
Common Area Contents	\$8,269
Voluntary Workers	\$200,000
Fidelity	\$100,000
WPHS Breaches	\$100,000
Lot Owners Fixtures & Improvements	\$250,000
Office Bearers	\$1,000,000
Catastrophe	\$124,445
Government Audit Costs	\$25,000
Legal Expenses	\$50,000

The Members of the Owners Corporation resolved by ordinary resolution to obtain quotations for insurance at the current level of cover. Cover will be inclusive of office bearers liability insurance.

Members further resolve that the Manager may engage a broker or agent in the future to source the insurance cover on behalf of the Owners Corporation.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

## 8. Maintenance

The Members of the Owners Corporation acknowledged that quote preparation and work order execution for all maintenance, repairs or replacement works of less than \$1,000.00 will incur a charge of \$27.50 per item. For works in excess of \$1,000.00 a charge of 5% of the total project value will apply. It was further acknowledged that if the Members of the Owners Corporation chooses to arrange its own contractor to undertake any common property maintenance, repairs or replacement works then it is the responsibility of the Owners Corporation to provide that contractors Australian Business Number, taxation, Workcover insurance and liability insurance documentation as well as any appropriate trade licences to the Manager.

## 8.1 Pest Inspections

The Members of the Owners Corporation resolved by ordinary resolution to undertake pest control works as detailed below.

Description of works: It was resolved the Manager will engage Mallee Pest Control to inspect for Termites and spray for Spiders and Mice at a cost of no more than \$230.00 per lot. Works to be arranged when sufficient funds are available.

The Manager is to proceed with works.

Existing funds will be used meet the costs of these works.

Moved: Lot 2, Seconded: Lot 4; Votes For: 0, Against: 0, Abstain: 0

## 9. OHS Requirements

It was noted that an OH&S inspection has been undertaken within the past 3 years.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

## 10. Essential Safety Measures

Notwithstanding the Manager's recommendation to undertake an Essential Safety Measures Report, the Members of the Owners Corporation resolved by ordinary resolution that an Annual Essential Safety Measures Report is not to be undertaken this year.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

## 11. Standing Minutes

No resolution required for this agenda item.

## 12. Annual Budget

### Admin Fund

Account	Account Name	Proposed Amount	Amended Amount
13	Common water	700.00	950.00
15	Disbursement charge	255.00	255.00
22	Insurance	2200.00	2200.00
24	Insurance - valuation	400.00	0.00
26	Legislative & Compliance fee	395.00	395.00
27	Maintenance	750.00	500.00
43	Management fees	968.00	825.00
51	Schedule 2.2 charges	120.00	0.00
Sub Total		\$5,786.00	\$5,125.00

### Maintenance (Sinking) Fund

Account	Account Name	Proposed Amount	Amended Amount
Sub Total		\$0.00	\$0.00
Grand Total		\$5,786.00	\$5,125.00

Notwithstanding the recommended budget as proposed, the Members of the Owners Corporation resolved by ordinary resolution to amend the budget as proposed by the Manager. Members further resolved that the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing working capital requirements for the Owners Corporation.

The Members of the Owners Corporation acknowledged that the Disbursement Fee may be raised during the year if items such as Australia Post charges increase in price.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

**Notes** It was resolved to remove \$400 for the insurance valuation and \$120 for Schedule 2.2 charges. It was

further resolved to reduce the allowance for Maintenance and Management Fees and increase the allowance for Common Water. Please see budget for amendments.

### 13. Owners Corporation Contributions

Instalment number	Date
1	1-Apr-2017
2	1-Jul-2017
3	1-Oct-2017
4	1-Jan-2018

Unit No	Owners	Proposed Levy	Amended Levy
1	Margot Martin (10)	\$1157.2	\$1025
2	Steve & Lorraine Winter (10)	\$1157.2	\$1025
3	Ivy Barber (10)	\$1157.2	\$1025
4	Terry & Joy Bourke (10)	\$1157.2	\$1025
5	Clarence C Parfrey & Lynette D Parfrey (10)	\$1157.2	\$1025

The Members of the Owners Corporation resolved by ordinary resolution to amend the Owners Contributions as proposed, which reflects the units of liability as detailed on the Plan of Subdivision.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

Notes Please refer to Annual Budget for resolution.

### 14. Election Of The Committee

No resolution required for this agenda item.

### 15. Election Of The Chairperson

Chairperson: Steve & Lorraine Winter

In accordance with Section 11 2 D of the Owners Corporation Act 2006 the Members of the Owners Corporation resolved by ordinary resolution to elect a Chairperson. The Chairperson is delegated any power or function of the Owners Corporation where there is no Committee. This delegation excludes any decision that requires a special or unanimous resolution, or any decision regarding the termination of the Manager as set out in Section 8.1.2 of the Contract of Appointment.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

Notes It was resolved Steve Winter be elected Chairperson.

### 16. Election of the Secretary

Secretary:

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Member of the Committee as Secretary and that the Manager assumes the role of Secretary in accordance with Section 107 of the Owners Corporation Act 2006.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

### 17. Designation Of Public Officer

The Members of the Owners Corporation resolved by ordinary resolution to appoint officers of the Manager to be Public Officer and Authorised Contact Person with the Australian Taxation Office. The Public Officer shall be Lindsay Overton and the Authorised Contact Persons shall be Chris van Aanholt and Jane Rosham.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

## **18. Penalty Interest**

The Members of the Owners Corporation resolved by ordinary resolution to apply Penalty Interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will change from time to time depending on the market rate but will not exceed the maximum rate of interest payable under the Penalty Interests Rates Act 1983. The Members of the Owners Corporation resolved by ordinary resolution to refer all requests for the removal of Penalty Interest from a Contributions Notice to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the lot owner making the request. The Committee and/or the Chairperson undertake to act in good faith at all times.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

**Notes** It was resolved that 30 days grace be applied to the penalty interest.

## **19. Arrears**

The Members of the Owners Corporation resolved by ordinary resolution that all Contributions overdue by 30 days from the due date will be liable for a \$33 Overdue Administration Fee and that all Contributions overdue by 60 days from the due date will be liable for a \$110 Overdue Administration Fee, payable to the Manager. The Members of the Owners Corporation further resolved by ordinary resolution that, at its discretion, the Manager will submit accounts in arrears to its legal representatives for debt collection. In accordance with the Owners Corporation Act 2006 Section 32 the costs, including all associated legal fees, incurred in recovering fees, charges and interest owing will be fully recoverable by the indebted lot owner.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

## **20. Special Resolutions**

No resolution required for this agenda item.

## **21. General Business**

No resolution required for this agenda item.

## **22. Appointment Of The Manager**

Annual Management Fee: \$825.00

Annual Disbursement Fee: \$255.00

Annual Legislative Compliance Fee: \$395.00

The Members of the Owners Corporation resolved by ordinary resolution to appoint Body Corporate Strata Group as the Manager of the Owners Corporation. The Members further resolved that in accordance with the Owners Corporation Act 2006 Part 6 Section 119 two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute a standard Strata Community Australia (Vic) Contract of Appointment and approve the affixing of the seal. A copy of the Contract of Appointment was available at the Annual General Meeting. It is noted that should the Members fail to fully execute this Contract of Appointment then the previous executed Contract of Appointment will remain in force.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

## **23. Instrument Of Delegation**

The Members of the Owners Corporation resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporation Act 2006 Section 11, except where a special or unanimous resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected. The Owners Corporation further delegates all the powers and functions to the Manager that are necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment. This

Instrument will remain in force for the duration of the Contract of Appointment. The Members further resolved that two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute an Instrument of Delegation and approve the affixing of the seal.

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

## **24. Details Of Next AGM**

Next AGM date: 1-Apr-2018

Moved: Lot 2, Seconded: Lot 4; Votes For: 2, Against: 0, Abstain: 0

**Notes** It was resolved that the manager will send a Notice of Meeting Pack on expiration of the financial year being the 1st of April 2018 in regards to a time and date for the Annual General Meeting.

**Meeting Closed: 11:30 am**

**After Hours Contact — Tymaline Building Services (for emergency common property issues only) — contact 0418 362 023.**

**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.

**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—SWIMMING POOLS**

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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

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

### DISPUTES

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

### AUCTIONS

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



**WARNINGS**

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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

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

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

**3 Deposit-bond**

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

**4 Transfer**

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

**5 Requisitions**

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

**6 Error or misdescription**

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

**7 Claims by purchaser**

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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*;
- 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.
- 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, plus another 20% of that fee.
- 16.6 If a *party* *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
  - *remittance amount* payable; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract;
- or
- a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;



- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- **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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901, each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, 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
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *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*;
- 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 receipt of the purchaser's notice under clause 30.1.2; and
  - before the receipt of a notice given under clause 30.2;
- 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 receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

- 30.6.1 *populate the Electronic Workspace with title data;*  
 30.6.2 *create and populate an electronic transfer,*  
 30.6.3 *populate the Electronic Workspace with the date for completion and a nominated completion time; and*  
 30.6.4 *invite the vendor and any incoming mortgagee to join the Electronic Workspace.*
- 30.7 *Normally, within 7 days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must –*  
 30.7.1 *join the Electronic Workspace;*  
 30.7.2 *create and populate an electronic transfer,*  
 30.7.3 *invite any incoming mortgagee to join the Electronic Workspace; and*  
 30.7.4 *populate the Electronic Workspace with a nominated completion time.*
- 30.8 *If the purchaser has created the Electronic Workspace the vendor must within 7 days of being invited to the Electronic Workspace –*  
 30.8.1 *join the Electronic Workspace;*  
 30.8.2 *populate the Electronic Workspace with mortgagee details, if applicable; and*  
 30.8.3 *invite any discharging mortgagee to join the Electronic Workspace.*
- 30.9 *To complete the financial settlement schedule in the Electronic Workspace –*  
 30.9.1 *the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and*  
 30.9.2 *the vendor must populate the Electronic Workspace with payment details at least 1 business day before the date for completion.*
- 30.10 *At least 1 business day before the date for completion, the parties must ensure that –*  
 30.10.1 *all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;*  
 30.10.2 *all certifications required by the ECNL are properly given; and*  
 30.10.3 *they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.*
- 30.11 *If completion takes place in the Electronic Workspace –*  
 30.11.1 *payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single settlement cheque;*  
 30.11.2 *the completion address in clause 16.11 is the Electronic Workspace; and*  
 30.11.3 *clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.*
- 30.12 *If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.*
- 30.13 *If the Electronic Workspace allows the parties to choose whether financial settlement is to occur despite the computer systems of the Land Registry being inoperative for any reason at the completion time agreed by the parties –*  
 30.13.1 *normally, the parties must choose that financial settlement not occur; however*  
 30.13.2 *if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –*
  - *all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the 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*
  - *the vendor shall be taken to have no legal or equitable interest in the property.*
- 30.14 *A party who holds a certificate of title must act in accordance with any Prescribed Requirement in relation to the certificate of title but if there is no Prescribed Requirement, the vendor must serve the certificate of title after completion.*
- 30.15 *If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things –*  
 30.15.1 *holds them on completion in escrow for the benefit of; and*  
 30.15.2 *must immediately after completion deliver the documents or things to, or as directed by, the party entitled to them.*
- 30.16 *In this clause 30, these terms (in any form) mean –*
- |                             |   |
|-----------------------------|---|
| <i>adjustment figures</i>   | <i>details of the adjustments to be made to the price under clause 14;</i>  |
| <i>certificate of title</i> | <i>the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;</i> |
| <i>completion time</i>      | <i>the time of day on the date for completion when the electronic transaction is to be settled;</i>   |

- 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);
- 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*;
- electronic transaction* a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
- incoming mortgagee* any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
- mortgagee details* the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
- participation rules* the participation rules as determined by the *ENCL*;
- populate title data* to complete data fields in the *Electronic Workspace* and the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.