

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Lorimer Estate Agents Level 2, Suite 12, 14-16 Suakin Street, Pymble, NSW 2073	Phone: 0400 844 412 Ref: Duncan Lorimer
co-agent		
vendor	Pamela Joy Viertel 77 Beechwood Road, Pymble, NSW 2073	
vendor's solicitor	CMJ Legal 16 Byron Street, Bangalow NSW 2479 PO Box 483, Bangalow NSW 2479	Phone: 02 6687 0660 Email: neil@cmjlegal.com.au Ref: NH:LB:2615
date for completion	30th day after the contract date	(clause 15)
land (address, plan details and title reference)	2 Barby Crsecent, Bangalow, New South Wales 2479 Registered Plan: Lot 81 Plan DP 1011009 Folio Identifier 81/1011009	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ blinds ☒ dishwasher ☒ light fittings ☒ stove ☒ built-in wardrobes ☒ fixed floor coverings ☒ range hood ☐ pool equipment ☒ clothes line ☒ insect screens ☒ solar panels ☒ TV antenna ☒ curtains ☒ other: ceiling fans, air conditioner x 2, alarm system
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

Electronic transaction (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make a *GSTRW* payment
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☒ 59 final occupation certificate

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

- 7 Claims by purchaser**
Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
 If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer, *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance payable*;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

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

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the *Division*).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the *Division*.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the *Property, Stock and Business Agents Regulation 2014* and section 68 of the *Property, Stock and Business Agents Act 2002*:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and

- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of a co-owner;
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

SPECIAL CONDITIONS

VENDOR: PAMELA JOY VIERTEL

AND

PURCHASER:

33. GENERAL

- 33.1 The terms of the printed contract to which these additional conditions are annexed shall be read subject to the following:
- (a) if there is a conflict between these additional conditions and the printed contract, then these additional conditions shall prevail;
 - (b) in the interpretation of this document words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender; and
 - (c) the parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this contract and such remaining provisions shall remain in full force and effect.

34. AMENDMENTS TO STANDARD CONDITIONS

- 34.1 The Law Society of NSW copyright standard conditions of this contract are amended as follows:
- (a) clause 5.1 – insert “and they are the only form of requisitions the purchaser may make and clause 5.2.1 is taken to be deleted” at the end of the clause;
 - (b) clause 7.1.1 – delete “5% of the price” and replace with “\$1,000.00”;
 - (c) clause 7.1.3 – delete “14 days” and replace with “7 days”;
 - (d) clause 7.2.1 – delete “10%” and replace with “1%”;
 - (e) clause 7.2.4 – delete “and the costs of the purchaser”;
 - (f) clause 8.1.1 – delete “on reasonable grounds”;
 - (g) clause 8.1.2 – delete from “that” to “grounds” inclusive;

- (h) clause 10.1 – replace line 1 with “The purchaser cannot make a claim or requisition, delay completion or rescind or terminate in respect of –”;
- (i) clause 10.1.8 and 10.1.9 – delete each occurrence of “substance” and replace with “existence”;
- (j) clause 10 – insert the following additional clause:

“10.1.10 any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise”;
- (k) clause 10.2 – add “make a claim for compensation or delay completion” after “cannot”;
- (l) clause 16.5 – delete “plus another 20% of that fee”;
- (m) clause 16.6 – replace “If” with “If at least 7 days before the date of completion”;
- (n) clause 16.8 – delete;
- (o) clause 16.11.1 and 16.11.3 – add “or any other place reasonably nominated by the vendor’s solicitor”;
- (p) clause 16.12 – delete all words from “but” to the end of the clause;
- (q) clause 19 – insert the following additional clause:

“19.3 Despite clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2017 (NSW) is the remedy prescribed by that regulation”;
- (r) clause 20.6.4 – insert “provided however that such documents served by post will be deemed received by the other party 3 business days after the date the document is sent by post” at the end of the clause;
- (s) clause 20 – insert the following additional clause:

“20.16 In this contract, unless the context requires otherwise:

20.16.1 in writing includes any communication sent by letter, facsimile transmission or email;

20.16.2 including and similar expressions are not words of limitation”;

- (t) clause 23.2 – delete the definition of “contribution” and replace with:

“ ‘contribution’ means a contribution to the administrative and sinking fund determined under section 81 and levied under section 83 of the *Strata Schemes Management Act 2015* (NSW) and any interest accrued and includes an amount payable under a by-law.”

35. ENTIRE AGREEMENT

- 35.1 Notwithstanding any other provision of this contract, this contract constitutes the entire agreement between the parties relating to the sale of the property.
- 35.2 The parties have not entered into and are not bound by any collateral or other agreement apart from this contract.
- 35.3 The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:
- (a) such warranty, representation, agreement or term is contained in the express terms of this contract; or
 - (b) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties’ agreement.

36. DEATH, DISABILITY, BANKRUPTCY OR INSOLVENCY

- 36.1 If a party to this contract is an individual who before completion:
- (a) dies; or
 - (b) becomes so intellectually, physically or psychologically disabled as to be, in the opinion reasonably held by the other party, unable to complete the contract on time;
- then either party may rescind this contract by giving notice in writing to the other party at any time before completion whereupon the provisions of Clause 19 hereof shall apply.
- 36.2 If a party to this contract is:
- (a) an individual who before completion is declared bankrupt; or

- (b) is a company and before completion enters into a scheme, makes any arrangement for the benefit of creditors, an order is made to wind-up the company, a liquidator, administrator or official manager is appointed or is deemed by any relevant legislation to be unable to pay its debts;

that party will have defaulted in the observance of an essential term of this contract and the other party may terminate this contract.

37. PURCHASER'S ACKNOWLEDGEMENTS

37.1 The purchaser acknowledges that in entering into this contract, the purchaser:

- (a) does not rely on any representations, inducements or warranties made by the vendor or its agents or representatives, except those expressly set out in this contract;
- (b) has relied entirely on the purchaser's enquiries and inspections in relation to the property;
- (c) accepts the property, improvements and inclusions in their present state of repair or condition subject to all defects both latent and patent, infestation's and dilapidation;
- (d) accepts the property subject to all existing water, sewerage, drainage, plumbing, gas, electricity and other installations and services in respect of the property; and
- (e) accepts the property subject to any encumbrances disclosed in this contract, except for any encumbrance to be discharged on completion.

37.2 The purchaser cannot make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed or referred to in this clause.

38. SMOKE ALARMS

38.1 The property has smoke alarms installed.

39. SWIMMING POOL

39.1 The property does not have a swimming pool.

40. AGENT

- 40.1 The purchaser warrants that they have not been introduced to the vendor or the property by any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendor's agent (if any) referred to in this contract.
- 40.2 The purchaser agrees to indemnify and keep indemnified the vendor from and against any claim for commission which may be made by any real estate agent or other person arising out of or in connection with the purchaser's breach of this warranty.
- 40.3 This clause does not merge on completion.

41. INTEREST

- 41.1 In the event that completion is not effected on the nominated date due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, interest at 10% per annum on the balance of the purchase price computed at a daily rate from the date nominated for completion until and including the actual date of completion.
- 41.2 Interest is not payable during any time that the purchaser is ready, willing and able to complete and the vendor is not.

42. NOTICE TO COMPLETE

- 42.1 If a party is entitled to serve a notice to complete, a period of not less than 14 days is a reasonable period to allow for completion in that notice.
- 42.2 The notice will be deemed both at law and in equity sufficient notice to make time of the essence of this Contract, notwithstanding that the party serving the notice has not made any previous request or demand for completion.
- 42.3 A party may withdraw a notice to complete without prejudice to its continuing rights to serve a further notice to complete.
- 42.4 If the vendor issues a notice to complete, the purchaser shall pay to the vendor on completion an amount of \$300.00 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete.

43. COMPANY AS PURCHASER

- 43.1 In the event that the purchaser is a company, it is an express condition of this contract that the directors of the company execute the guarantee annexed to this contract in consideration of the vendor entering into this contract.

44. TRUSTEE AS PURCHASER

- 44.1 In the event that the purchaser is a trustee of a trust, the purchaser warrants that the trust has been validly and lawfully established and that they have the power under the relevant deed to enter into this contract as trustee.

DIRECTORS GUARANTEE

I/We of

and of

(the guarantors) covenant as follows:

1. In consideration of the vendor entering this contract, the guarantors guarantee to the vendor the payment of all money payable by the purchaser and the performance of all the purchaser's obligations under this contract.
2. The guarantors indemnify the vendor against claim, action, loss, damage, costs, liability, expense or payment of the vendor arising from any breach or default by the purchaser or its obligations under this contract and will pay on demand any money due to the vendor under this indemnity.
3. The guarantors are jointly and severally liable with the purchaser to the vendor for the performance of the purchaser's obligations under this contract and any damage incurred by the vendor in respect of the vendor's exercise of any right under this guarantee.
4. Where the vendor transfers or assigns the benefits of this contract the transferee receives the benefit of this guarantee.
5. The obligations of the guarantors are not released, discharge or otherwise affected by:
 - (a) the granting of any time, waiver, convent not to sue or other indulgence;
 - (b) the release or discharge of any person;
 - (c) an arrangement, composition, or compromise enter into by the vendor, the purchaser or the guarantors or any other person;
 - (d) any moratorium or any other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, any statute or court;
 - (e) payment to the vendor (including payments which are after the payment date) which is illegal, void, voidable or unenforceable; or
 - (f) the winding up of the purchaser.
6. This guarantee binds the guarantors, their executors, administrators and assigns.
7. This guarantee operates as a Deed between the vendor and the guarantors.

EXECUTED as a deed.

SIGNED SEALED & DELIVERED BY

)
)

in the presence of:

.....
Signature

.....
Signature of witness

.....
Print name of witness

SIGNED SEALED & DELIVERED BY

)
)

in the presence of:

.....
Signature

.....
Signature of witness

.....
Print name of witness



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 81/1011009

SEARCH DATE	TIME	EDITION NO	DATE
15/2/2021	4:33 PM	7	30/9/2016

LAND

LOT 81 IN DEPOSITED PLAN 1011009
AT BANGALOW
LOCAL GOVERNMENT AREA BYRON
PARISH OF BYRON COUNTY OF ROUS
TITLE DIAGRAM DP1011009

FIRST SCHEDULE

PAMELA JOY VIERTEL (T AK798029)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP607611 EASEMENT FOR PIPELINE 2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1011009 EASEMENT FOR DRAINAGE OF SEWAGE 3.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1011009 EASEMENT FOR DRAINAGE OF SEWAGE 4.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1011009 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (19) IN S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2615

PRINTED ON 15/2/2021

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



D.P. 607611

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USE: INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919

PART 1

Plan: DP607611

Subdivision of lot 5 in Deposited
Plan 504650 in the Shire and
Parish of Byron County of Ross
being part of the land contained
in Certificate of Title Volume
13668 Folio 238 covered by
Council Clerk's Certificate No.
123/79 dated 1st November, 1979.

Full Name & Address of
Proprietors of the land:

Edwin Eric HOLM, Ellen Alice HOLM
and Martha Elvi IRVING all of
Bangalow

Identity of Easement or
Restriction referred to in
the abovementioned Plan:

Easement for water pipe line 2 wide,

SCHEDULE OF LOTS AFFECTED

Lot Burdened

Lot 7

Lot Benefitted

Lot 8

PART 2

Term of Easement or Restriction referred to in the abovementioned
Plan:

The Byron Shire Council shall have full free and uninterrupted right
and liberty at all times and from time to time to enter upon and
to go pass and repass over and along the said easement for water
pipe line and shall have the right to enter upon and under the
said easement by its inspectors workmen or other persons and
to open and break up the soil of the said easement or any part
as well the subsurface as the surface thereof and to bring in
and place in and upon the said easement and remove such
materials machinery and tools and other articles and to do such
other things in the premises associated with the laying down
care and maintenance of the said water pipe line as they shall
think fit doing as little damage as may be but without being
responsible or held liable for any damage and inconvenience to
the owners or occupiers for the time being of the servient
tenement.

SIGNED SEALED AND DELIVERED by the said
EDWIN ERIC HOLM, ELLEN ALICE HOLM and
MARTHA ELVI IRVING in the presence of:

E. A. Holm
E. E. Holm
M. E. Irving

THE COMMON SEAL OF THE COUNCIL OF THE
SHIRE OF BYRON was hereunto affixed on the
22nd day of May, 1980 pursuant to a
resolution passed by Council on the 22nd
day of May, 1979.

A. L. Davies
Shire Clerk
S. C. C. C.

INSTRUMENT SETTING OUT INTERESTS CREATED
PURSUANT TO SECTION 88B CONVEYANCING ACT,
1919, LODGED WITH D.P. 607611

14/5/1980

I, Bruce Richard Davies, Registrar General for New South Wales, certify
that this negative is a photograph made as a permanent record of a
document in my custody this 9th day of June, 1980

B. R. Davies

SIGNATURES AND SEALS ONLY

Plan Drawing only to appear in this space

SURVEY PRACTICE REGULATION 1996: CLAUSE 32(2)

ADJUSTMENT NUMBER		MARK	I.S.G. CO-ORDINATES ZONE 56/2		AHD LEVEL	ACC	
HORIZ.	VERT.		EASTING	NORTHING		M	V
883283	91010	SSM 82160	351227.664	1825802.817	57.378	4	3
883283		SSM 99680	351342.477	1825882.319		4	
883263		SSM 99758	351269.610	1825949.280		4	
93108	71388	PM 39048	351250.661	1826143.159	97.637	2	1

SOURCE: ISG CO-ORDS. ADOPTED FROM SCIMS 9 / 12 / 1999

COMBINED SCALE FACTOR 0.999963

DP1011009

Registered  MG 2-3-2000

CA SEE CERTIFICATE

Title System TORRENS

Purpose SUBDIVISION

Ref. Map BYRON SMT. 1

Lot Plan DP883263

PLAN OF SUBDIVISION OF LOT 59 D.P. 883263.

Lengths are in metres. Reduction Ratio 1:1500

LGA: BYRON SHIRE

Locality BANGALOW

Parish: BYRON

County: ROUS

This is sheet 1 of my plan in 3 sheets.
(Delete if inapplicable)

Surveyor's Practising Certificate 888
SCOTT ANTHONY THOMPSON
CANTY'S PO BOX 157 BYRON BAY
A surveyor registered under the Surveyors Act 1928, hereby
certify that the survey represented in this plan is accurate,
made in accordance with the Surveyors Practice
Regulation 1996 and was completed on 12TH DEC. 1999.
The survey covers all LOTS 59 - 97 INCLUSIVE.

There is no other land surveyed, or any part of land
shown in the plan that is not the subject of the survey.
Signed (Date: 12 DEC 1999) SHEET 1
Time Subscribed: 12 DEC 1999
Signed: [Signature]
Surveyor registered under
the Surveyors Act 1928

Plans used in preparation of Survey / Application

D. P. 883263
D. P. 853050
D. P. 835569

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

IT IS INTENDED TO DEDICATE
THE EXTENSION OF RANKIN
DRIVE, BARBY CRESCENT &
CORLIS CRESCENT AS PUBLIC
ROAD.

TO CREATE LOT 97 AS PUBLIC
RESERVE.

TO CREATE PURSUANT TO
SECTION 88B OF THE
CONVEYANCING ACT 1919-1964

1. EASEMENT FOR DRAINAGE OF
WATER 3.5 WIDE.

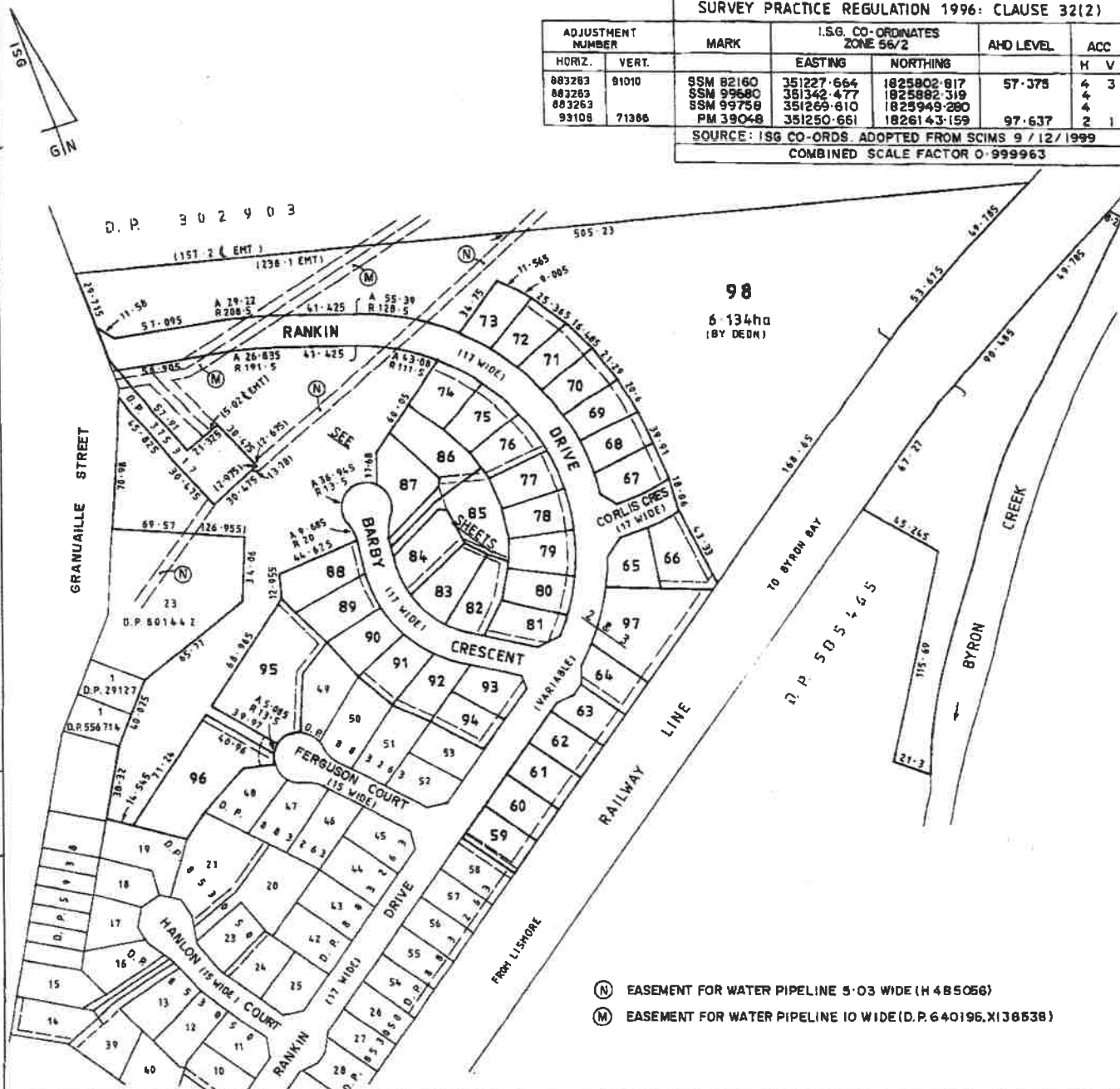
2. EASEMENT FOR DRAINAGE OF
WATER 3.6 WIDE.

3. EASEMENT FOR DRAINAGE OF
WATER 3.75 WIDE.

4. EASEMENT FOR DRAINAGE OF
WATER 4 WIDE.

5. EASEMENT FOR DRAINAGE OF
WATER 4.2 WIDE.

CONTINUED ON SHEET 2



(N) EASEMENT FOR WATER PIPELINE 5.03 WIDE (H 485056)

(M) EASEMENT FOR WATER PIPELINE 10 WIDE (D.P. 640195, X138538)

Crown Lands Office Approval

PLAN APPROVED

Last Date:

Paper No.:

Field Book:

Subdivision Certificate

I certify that the provisions of s. 163 of the Environmental Planning and
Assessment Act 1979 have been satisfied in relation to the
proposed

SUBDIVISION

Subdivision of Lot 59, D.P. 883263, and the land shown
thereon, for the purpose of creating public roads, public reserves,
easements, restrictions on the use of land or positive covenants.

Consent: [Signature] Byron Shire Council

Date of endorsement: 12.12.2000

Authorisation No. [Signature]

Subdivision Certificate No. 5/199

File No. 20/1999-2000/22/23/24

Note

When this plan is to be lodged electronically in the Land Titles Office, it
must contain a signature in an electronic or digital format approved by
the Registrar-General.

Check whether in duplicate

SURVEYOR'S REFERENCE: 8508 CHECKLIST

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1011009

Registered: 2-3-2000

This is sheet 2 of my plan in 3 sheets
dated 13TH DECEMBER 1999

Surveyor registered under Surveyors Act 1955

This is sheet 2 of the plan in 3 sheets
of covered by subdivision certificate No. 9/2000
of 11.2.2000For use where space is insufficient in any point on Plan
Form 2

88B CONTINUED FROM SHEET 1

6. EASEMENT FOR DRAINAGE OF WATER 4.2 WIDE & VARIABLE.
7. EASEMENT FOR DRAINAGE OF WATER 4.75 WIDE.
8. EASEMENT FOR DRAINAGE OF SEWAGE 3.2 WIDE.
9. EASEMENT FOR DRAINAGE OF SEWAGE 3.6 WIDE.
10. EASEMENT FOR DRAINAGE OF SEWAGE 4 WIDE.
11. EASEMENT FOR DRAINAGE OF SEWAGE 4.2 WIDE.
12. EASEMENT FOR DRAINAGE OF SEWAGE 4.2 WIDE & VARIABLE.
13. EASEMENT FOR DRAINAGE OF SEWAGE 4.75 WIDE.
14. EASEMENT FOR DRAINAGE OF SEWAGE 6.2 WIDE.
15. EASEMENT FOR WATER SUPPLY 3.2 WIDE.
16. EASEMENT FOR SERVICES 4 WIDE & VARIABLE.
17. RIGHT OF ACCESS 4 WIDE & VARIABLE.
18. RESTRICTIONS ON USE.
19. RESTRICTIONS ON USE.
20. EASEMENT FOR DRAINAGE OF SEWAGE 8 WIDE.
21. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH.

Reduction Ratio: 1:500

SURVEYOR'S REFERRED: 8508 CHECKLIST

SCHEDULE OF REFERENCE MARKS

NO	MARK	BEARING	DIST.
C	RMDH&W	136°52'23"	4.33
D	RMDH&W	134°57'30"	12.625
O	RMDH&W	51°27'50"	4.475
D	RMDH&W	39°14'18"	12.72
E	RMDH&W	51°24'10"	4.205
F	RMDH&W	51°23'06"	22.19
F	RMDH&W	166°17'36"	4.27
G	RMDH&W	165°56'40"	12.835
G	RMDH&W	7°20'00"	4.31
H	RMDH&W	10°52'25"	12.765
H	RMDH&W	60°50'20"	6.825
I	RMDH&W	34°58'35"	13.915
I	RMDH&W	348°05'45"	4.61
I	RMDH&W	1°36'30"	12.75

NO	BEARING	DIST.	ARC	RAD.
65	88°55'40"	1.22	1.22	78.5
66	24°03'15"	16.45	16.46	128.5
67	34°37'48"	30.9	30.975	128.5
35	188°01'25"	1.35	1.35	20

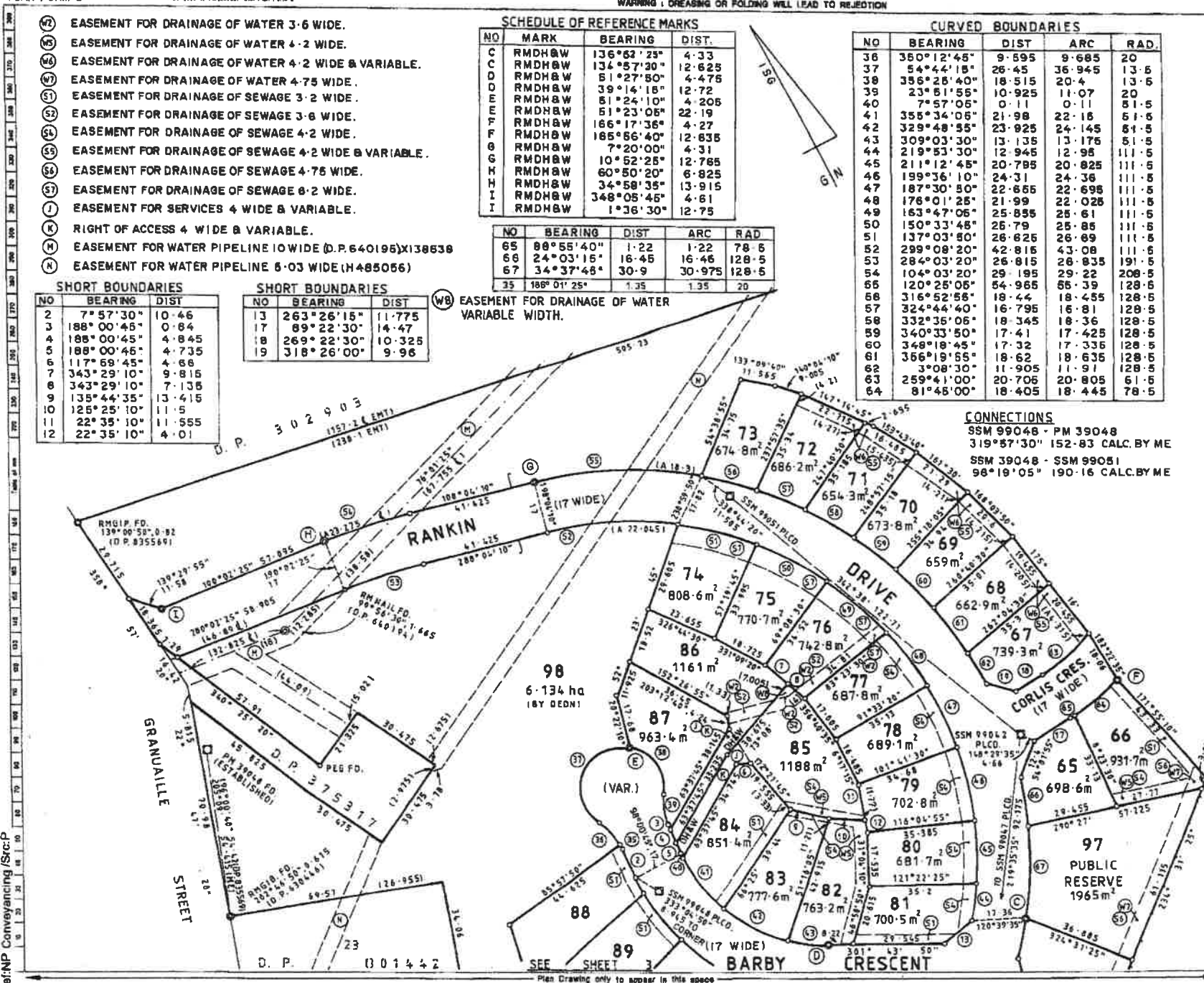
EASEMENT FOR DRAINAGE OF WATER
VARIABLE WIDTH.

SHORT BOUNDARIES

NO	BEARING	DIST.
2	7°57'30"	10.46
3	188°00'45"	0.84
4	188°00'45"	4.845
5	188°00'45"	4.735
6	117°58'45"	4.66
7	343°29'10"	9.815
8	343°29'10"	7.135
9	135°44'35"	13.415
10	125°25'10"	11.5
11	22°35'10"	11.555
12	22°35'10"	4.01

SHORT BOUNDARIES

NO	BEARING	DIST.
13	263°26'15"	11.775
17	89°22'30"	14.47
18	269°22'30"	10.325
19	318°26'00"	9.96

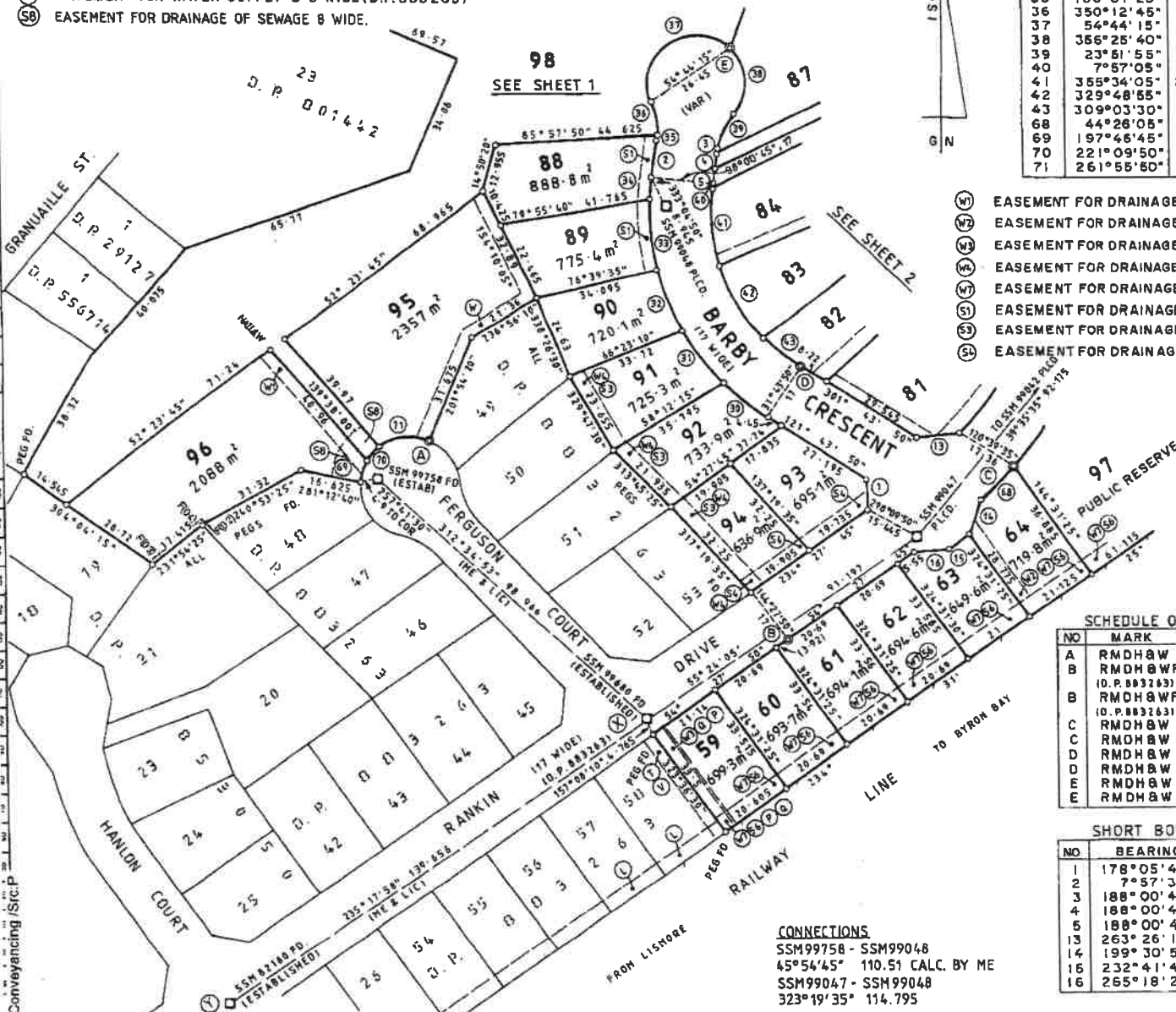


- (S6) EASEMENT FOR DRAINAGE OF SEWAGE 4.75 WIDE
 (W) EASEMENT FOR WATER SUPPLY 3.2 WIDE
 (L) EASEMENT FOR DRAINAGE OF WATER 4 WIDE (D.P. 883263)
 (T) EASEMENT FOR UNDERGROUND POWER RETICULATION 3.5 WIDE (D.P. 883263)
 (V) EASEMENT FOR WATER SUPPLY 3.5 WIDE (D.P. 883263)
 (S8) EASEMENT FOR DRAINAGE OF SEWAGE 8 WIDE.

- (P) EASEMENT FOR DRAINAGE OF WATER 3 WIDE (D.P. 883263)
 (A) EASEMENT FOR OVERHEAD POWER RETICULATION 3 WIDE (D.P. 883263)

CURVED BOUNDARIES				
NO	BEARING	DIST	ARC	RAD.
30	126°19'30"	15.735	15.77	68.5
31	142°51'45"	18.93	18.99	68.5
32	158°35'05"	18.545	18.6	68.5
33	174°39'00"	19.745	19.815	68.5
34	185°28'25"	6.068	6.07	68.5
35	186°01'25"	1.35	1.35	20
36	350°12'45"	9.595	9.685	20
37	54°44'15"	26.45	36.945	13.5
38	355°25'40"	18.515	20.4	13.5
39	23°51'55"	10.925	11.07	20
40	7°57'05"	0.11	0.11	51.5
41	355°34'05"	21.98	22.15	51.5
42	329°48'55"	23.925	24.145	51.5
43	309°03'30"	13.135	13.175	51.5
68	44°28'05"	13	13.005	128.6
69	197°46'45"	5.885	5.935	13.5
70	221°09'50"	5.055	5.085	13.5
71	261°55'50"	13.49	14.125	13.5

- (W) EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE
 (W2) EASEMENT FOR DRAINAGE OF WATER 3.6 WIDE
 (W3) EASEMENT FOR DRAINAGE OF WATER 3.75 WIDE
 (W4) EASEMENT FOR DRAINAGE OF WATER 4 WIDE
 (W5) EASEMENT FOR DRAINAGE OF WATER 4.75 WIDE
 (S1) EASEMENT FOR DRAINAGE OF SEWAGE 3.2 WIDE
 (S3) EASEMENT FOR DRAINAGE OF SEWAGE 4 WIDE
 (S4) EASEMENT FOR DRAINAGE OF SEWAGE 4.2 WIDE



SCHEDULE OF REFERENCE MARKS

NO	MARK	BEARING	DIST
A	RMDH&W	23°03'20"	4.17
A	RMDH&WFD	123°25'00"	4.715
	(D.P. 883263)		
B	RMDH&WFD	136°58'50"	12.81
	(D.P. 883263)		
C	RMDH&W	136°52'25"	4.33
C	RMDH&W	134°57'30"	12.625
D	RMDH&W	51°27'50"	4.475
D	RMDH&W	39°14'15"	12.72
E	RMDH&W	51°24'10"	4.205
E	RMDH&W	51°23'05"	22.19

SHORT BOUNDARIES

NO	BEARING	DIST.
1	178°05'45"	8.31
2	7°57'30"	10.46
3	188°00'45"	0.84
4	188°00'45"	4.845
5	188°00'45"	4.735
13	263°26'15"	11.775
14	199°30'55"	10.165
15	232°41'40"	7
16	265°18'25"	9.84

CONNECTIONS

SSM99758 - SSM99048
 45°54'45" 110.51 CALC. BY ME
 SSM99047 - SSM99048
 323°19'35" 114.795

DP1011009

Registered: MC 2-3-2000

This is sheet 3 of a plan in 3 sheets
 dated 13TH DECEMBER 1999

Surveyor registered under Surveyor Act 1929

This is sheet 3 of the plan of 3
 sheets approved by the Controller of
 the Land of 11.11.1999

1/8
 David Clark

For use where space is insufficient in any point on Plan
 Form 1

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

TO BE CREATED PURSUANT TO SECTION 88B & 88E

OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 1 of 19 Sheets)

DP1011009

Subdivision covered by Byron Council

Clerk's Certificate No 5 / ∞

Land:

Lot 59 in DP883263

PART 1

Full Name and Address
of Proprietor of Land:

SUPBROOK PTY LIMITED
(ACN 003 433 065) of 29 Molesworth
Street, Lismore.

1. Identity of Easement or
Restriction Firstly Referred
To in the Abovementioned Plan:

Easement for Drainage of Water 3.5 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lot 96

Lots, Name of Road or Authority
Benefitted:

Lot 98 and The Council of the Shire of
Byron

2. Identity of Easement or
Restriction Secondly Referred
To in the Abovementioned Plan:

Easement for Drainage of Water 3.6 wide

m. j. Sheahan
J. Sheahan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

TO BE CREATED PURSUANT TO SECTION 88B & 88E

OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 2 of 19 Sheets)

DP1011009

PART 1
=====
(Continued)

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lot 64
Lot 86
Lot 85
Lot 76

Lots, Name of Road or Authority

Benefitted:

The Council of the Shire of Byron
Lot 87
Lots 86 and 87
Lots 85, 86 and 87

3. Identity of Easement or
Restriction Thirdly Referred
To in the Abovementioned Plan:

Easement for Drainage of Water 3.75 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lot 59

Lots, Name of Road or Authority

Benefitted:

The Council of the Shire of Byron

m. j. Beechman
J. Akers

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

TO BE CREATED PURSUANT TO SECTION 88B & 88E

OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 3 of 19 Sheets)

PART 1

DP1011009

(Continued)

4. Identity of Easement or
Restriction Fourthly Referred
To in the Abovementioned Plan:

Easement for Drainage of Water 4 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots, Name of Road or Authority
Benefitted:

Lot 91
Lot 92
Lot 94

Lot 90
Lots 90 and 91
Lots 90, 91 and 92

5. Identity of Easement or
Restriction Fifthly Referred
To in the Abovementioned Plan:

Easement for Drainage of Water 4.2 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots, Name of Road or Authority
Benefitted:

Lot 83
Lot 85

Lot 84
Lot 84

m.j. Dushan
Alone

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

**TO BE CREATED PURSUANT TO SECTION 88B & 88E
OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of 19 Sheets)

PART 1

DP1011009

(Continued)

Lot 82
Lot 66

Lots 84 and 85
Lot 65

6. Identity of Easement or
Restriction Sixthly Referred
To in the Abovementioned Plan:

Easement for Drainage of Water 4.2 wide
and Variable

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lot 72
Lot 71
Lot 70
Lot 69
Lot 68
Lot 67

Lots, Name of Road or Authority
Benefitted:

Lot 73
Lots 72 and 73
Lots 71, 72 and 73
Lots 70, 71, 72 and 73
Lots 69, 70, 71, 72 and 73
Lots 68, 69, 70, 71, 72 and 73

m.j. Strohman
Alpine

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

TO BE CREATED PURSUANT TO SECTION 88B & 88E

OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 5 of 19 Sheets)

PART 1

DP1011009

(Continued)

7. Identity of Easement or
Restriction Severally Referred
To in the Abovementioned Plan:

Easement for Drainage of Water 4.75 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots. Name of Road or Authority
Benefitted:

Lot 59

Lots 54-58 inclusive in DP 883263 and The
Council of the Shire of Byron

Lot 60

Lot 59, Lots 54-58 inclusive in DP 883263
and The Council of the Shire of Byron

Lot 61

Lots 59, 60, Lots 54-58 inclusive in DP
883263 and The Council of the Shire of
Byron

Lot 62

Lots 59, 60, 61, Lots 54-58 inclusive in DP
883263 and The Council of the Shire of
Byron

Lot 63

Lots 59, 60, 61, 62, Lots 54-58 inclusive in
DP 883263 and The Council of the Shire of
Byron

Lot 64

Lots 59, 60, 61, 62, 63, Lots 54-58
inclusive in DP 883263 and The Council of
the Shire of Byron

Lot 97

Lots 59, 60, 61, 62, 63, 64, Lots 54-58
inclusive in DP 883263 and The Council of
the Shire of Byron

Lot 66

Lots 59, 60, 61, 62, 63, 64, 65, 97, Lots
54-58 inclusive in DP 883263 and The
Council of the Shire of Byron

m. j. Hookham
Blue

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

TO BE CREATED PURSUANT TO SECTION 88B & 88E

OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 6 of 19 Sheets)

PART 1

DP1011009

(Continued)

8. Identity of Easement or
Restriction Eighthly Referred
To in the Abovementioned Plan:

Easement for Drainage of Sewage 3.2 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots, Name of Road or Authority
Benefitted:

Lot 88

Lot 98 and The Council of the Shire of
Byron

Lot 89

Lot 98 and The Council of the Shire of
Byron

Lot 84

Lot 98 and The Council of the Shire of
Byron

Lot 66

Lot 98 and The Council of the Shire of
Byron

Lot 81

Lot 98 and The Council of the Shire of
Byron

9. Identity of Easement or
Restriction Ninthly Referred
To in the Abovementioned Plan:

Easement for Drainage of Sewage 3.6 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots, Name of Road or Authority
Benefitted:

Lot 86

The Council of the Shire of Byron

Lot 85

The Council of the Shire of Byron

Lot 76

The Council of the Shire of Byron

m.j. Hoobler
Chere

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

TO BE CREATED PURSUANT TO SECTION 88B & 88E

OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 7 of 19 Sheets)

PART 1

DP1011009

(Continued)

10. Identity of Easement or
Restriction Tenthly Referred
To in the Abovementioned Plan:

Easement for Drainage of Sewage 4 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots, Name of Road or Authority
Benefitted:

Lot 91
Lot 92
Lot 94

The Council of the Shire of Byron
The Council of the Shire of Byron
The Council of the Shire of Byron

11. Identity of Easement or
Restriction Eleventhly Referred
To in the Abovementioned Plan:

Easement for Drainage of Sewage 4.2 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots, Name of Road or Authority
Benefitted:

Lot 77
Lot 78
Lot 79
Lot 80

The Council of the Shire of Byron
The Council of the Shire of Byron
The Council of the Shire of Byron
The Council of the Shire of Byron

m. j. Hoehner
More

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

TO BE CREATED PURSUANT TO SECTION 88B & 88E

OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 8 of 19 Sheets)

PART 1

DP1011009

(Continued)

Lot 81	The Council of the Shire of Byron
Lot 93	The Council of the Shire of Byron
Lot 94	The Council of the Shire of Byron
Lot 66	The Council of the Shire of Byron
Lot 83	The Council of the Shire of Byron
Lot 85	The Council of the Shire of Byron
Lot 82	The Council of the Shire of Byron

12. Identity of Easement or
Restriction Twelfthly Referred
To in the Abovementioned Plan:

Easement for Drainage of Sewage 4.2 wide
and Variable

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots, Name of Road or Authority
Benefitted:

Lot 72	The Council of the Shire of Byron
Lot 71	The Council of the Shire of Byron
Lot 70	The Council of the Shire of Byron
Lot 69	The Council of the Shire of Byron
Lot 68	The Council of the Shire of Byron
Lot 67	The Council of the Shire of Byron

m. j. Sheehan
Chere

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

TO BE CREATED PURSUANT TO SECTION 88B & 88E

OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 9 of 19 Sheets)

PART 1

(Continued)

DP1011009

13. Identity of Easement or
Restriction Thirteenthly Referred
To in the Abovementioned Plan:

Easement for Drainage of Sewage 4.75
wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots. Name of Road or Authority
Benefitted:

Lot 66
Lot 97
Lot 64
Lot 63
Lot 62
Lot 61
Lot 60
Lot 59

The Council of the Shire of Byron
The Council of the Shire of Byron
The Council of the Shire of Byron
The Council of the Shire of Byron
The Council of the Shire of Byron
The Council of the Shire of Byron
The Council of the Shire of Byron
The Council of the Shire of Byron

14. Identity of Easement or
Restriction Fourteenthly Referred
To in the Abovementioned Plan:

Easement for Drainage of Sewage 6.2
wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots. Name of Road or Authority
Benefitted:

Lot 74
Lot 75
Lot 76

The Council of the Shire of Byron
The Council of the Shire of Byron
The Council of the Shire of Byron

m. j. Keogh
Stene

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

TO BE CREATED PURSUANT TO SECTION 88B & 88E

OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 10 of 19 Sheets)

PART 1

DP1011009

(Continued)

15. Identity of Easement or
Restriction Fifteenthly Referred
To in the Abovementioned Plan:

Easement for Water Supply 3.2 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots, Name of Road or Authority
Benefitted:

Lot 95

The Council of the Shire of Byron

16. Identity of Easement or
Restriction Sixteenthly Referred
To in the Abovementioned Plan:

Easement for Services 4 wide and variable

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots, Name of Road or Authority
Benefitted:

Lot 85
Lot 86

Lot 86
Lot 85

m. j. Shalcher
Shire

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

**TO BE CREATED PURSUANT TO SECTION 88B & 88E
OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 11 of 19 Sheets)

DP1011009

PART 1
(Continued)

17. Identity of Easement or
Restriction Seventeenthly Referred
To in the Abovementioned Plan:

Right of Access 4 wide and variable

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots, Name of Road or Authority
Benefitted:

Lot 85
Lot 86

Lot 86
Lot 85

18. Identity of Easement or
Restriction Eighteenthly Referred
To in the Abovementioned Plan:

Restriction on Use

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots, Name of Road or Authority
Benefitted:

Lots 74, 75, 84, 85, 86-90 inclusive,
95 and 96

The Council of the Shire of Byron

m. j. Hoohhe
Alene

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

TO BE CREATED PURSUANT TO SECTION 88B & 88E

OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 12 of 19 Sheets)

PART 1

DP1011009

(Continued)

19. Identity of Easement or
Restriction Nineteenthly Referred
To in the Abovementioned Plan:

Restrictions on Use

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots, Name of Road or Authority
Benefitted:

Each of the Lots 59-96 inclusive

Every other Lot except Lot 97

20. Identity of Easement or
Restriction Twentiethly Referred
To in the Abovementioned Plan:

Easement for Drainage of Sewage 8 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots, Name of Road or Authority
Benefitted:

Lot 96

Lot 98 and the Council of the Shire of
Byron

Lot 98

The Council of the Shire of Byron

21. Identity of Easement or
Restriction Twenty Firstly Referred
To in the Abovementioned Plan:

Easement for Drainage of Water Variable
width

m.j. Hoochman
Chore

DP1011009

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
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OF THE CONVEYANCING ACT, 1919

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SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened:

Lots, Name of Road or Authority

Benefitted:

Lot 85

Lot 86

PART 2

1. Terms of Easements Eighthly, Ninthly, Tenthly, Eleventhly, Twelfthly, Thirteenthly, Fourteenthly and Twentiethly Referred to in the Abovementioned Plan:-

As set out in the statutory wording of Schedule 4A of the Conveyancing Act, 1919 together with the following provisions:-

Full and free right and liberty to the Council, its servants, agents or contractors together with implements and machinery to enter upon the land to lay maintain, alter, enlarge or duplicate pipes, manholes, junctions and sidelines.

The Council shall be responsible for the cost of any work in connection with the construction, maintenance, alteration, enlargement or duplication of any pipes, manholes, junctions or sidelines. Such responsibility shall not extend to any damage caused to the pipeline and/ or structures as a direct consequence of the actions of the landowner or his/her agents. Such damages shall be repaired at the owner's expense.

The registered proprietor of the land or his/her agent shall not plant any trees or shrubs within the area noted as an easement for sewer main.

The registered proprietor shall not erect, construct or place upon the land burdened any building, outbuilding, garden shed or other structure whatsoever. The Director, Water

m. j. Hooshan
Alire

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

TO BE CREATED PURSUANT TO SECTION 88B & 88E

OF THE CONVEYANCING ACT, 1919

Lengths are in metres

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PART 2

DP1011009

(Continued)

and Sewerage may approve construction of outbuildings of light construction erected on a removable concrete or clay paving slabs which could be removed for maintenance or replacement of the pipeline.

Council will take all reasonable precautions to ensure as little disturbance as possible occur to the land burdened and will restore that surface as near as practicable to its original condition. This shall extend to any disturbance caused to land adjoining the easement.

If a term or condition of this instrument is or becomes invalid or unenforceable, the remaining terms and conditions shall be valid to the fullest extent permitted by law.

2. Terms of Easement Fifteenthly Referred to in the Abovementioned Plan:-

As set out in the statutory wording of Schedule 4A of the Conveyancing Act, 1919 together with the following provisions:-

Full and free right and liberty to the Council, its servants, agents or contractors together with implements and machinery to enter upon the land to lay maintain, alter, enlarge or duplicate pipes, manholes, junctions and sidelines.

The Council shall be responsible for the cost of any work in connection with the construction, maintenance, alteration, enlargement or duplication of any pipes, manholes, junctions or sidelines. Such responsibility shall not extend to any damage caused to the pipeline and/or structures as a direct consequence of the actions of the landowner or his/her agents. Such damages shall be repaired at the owner's expense.

The registered proprietor of the land or his/her agent shall not plant any trees or shrubs within the area noted as an easement for water main.

The registered proprietor shall not erect, construct or place upon the land burdened any building, outbuilding, garden shed or other structure whatsoever. The Director, Water and Sewerage may approve construction of outbuildings of light construction erected on



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

TO BE CREATED PURSUANT TO SECTION 88B & 88E

OF THE CONVEYANCING ACT, 1919

Lengths are in metres

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PART 2

DP1011009

(Continued)

a removable concrete or clay paving slabs which could be removed for maintenance or replacement of the pipeline.

Council will take all reasonable precautions to ensure as little disturbance as possible occur to the land burdened and will restore that surface as near as practicable to its original condition. This shall extend to any disturbance caused to land adjoining the easement. If a term or condition of this instrument is or becomes invalid or unenforceable, the remaining terms and conditions shall be valid to the fullest extent permitted by law.

3. Restrictions on Use Eighteenthly Referred to in Abovementioned Plan:

Pursuant to the Section 88E of the Conveyancing Act, 1919 a Restriction as to User to be created in favour of the Byron Shire Council in the event that water pressure available to the subject land is, in the opinion of the registered proprietor for the time being of the land, inadequate, it will be the responsibility of such registered proprietor to install an on site residential pressure system to rectify any inadequacy.

No redress for inadequate water pressure available to the subject land will be sought from Byron Council. This Restriction as to User is for the benefit of Byron Council and is binding on the registered proprietor for the time being of the land and all persons claiming any estate or interest or possession in the land or any part thereof.

4. Restrictions on Use Nineteenthly Referred to in Abovementioned Plan:

- (a) No corrugated iron plain metal or other material of a reflective nature or any shade of white shall be used in the construction of any part of the roof of any building erected on the subject land PROVIDED THAT such material may be used where it is impregnated or treated in such a manner that it has no reflective qualities.

m. g. Steinhilber
W. B. B. B.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
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TO BE CREATED PURSUANT TO SECTION 88B & 88E

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PART 2
(Continued)

- (b) No fence shall be erected on any Lot between any street to which such land has a frontage and the building alignment closest to such street. 
- (c) No fence shall be erected on any Lot having a height exceeding 1.065 metres except where such fence is necessary to comply with Local Government requirements relating to swimming pools and then only where such fence is immediately adjacent to the actual pool. 
- (d) No dividing fence shall be erected on any of the subject land to divide it from any adjoining Lot without the written consent of Supbrook Pty Limited provided such consent shall not be withheld if such fence shall be erected without expense to Supbrook Pty Limited.
- (e) No buildings garage trellis wall barrier or other structure shall be erected on a Lot unless the design materials colours and the position of the improvements to be erected on such Lot are approved in writing by Supbrook Pty Limited or its nominee **PROVIDED ALWAYS** that such approval shall be deemed to have been obtained on the expiration of two (2) years from the date of the completion of the erection of residential premises thereon in accordance with plans and specifications approved by the Byron Council.
- (f) No permanent outbuilding shall be erected on any Lot unless the material colour and the architectural style thereof is the same as or similar to that of the main building erected upon the Lot.
- (g) All grass and other vegetation growing upon the subject land shall be regularly mown and maintained and the subject land shall be kept free of all rubbish, refuse or garbage and other waste shall not be kept thereon except in sanitary containers.
- (h) The construction or erection of any building being erected on any Lot shall be prosecuted diligently and continuously from the commencement of that construction or erection until the exterior of such building is completed and



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
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(Continued)

painted or otherwise suitably finished, and such construction or erection shall be completed within a period of nine months from the date of commencement.

- (i) No structure of a temporary character, tent, shack, garage, trailer, mobile home, camper, caravan or any outbuilding shall be placed upon any Lot at any time except during the construction of a building approved by the Byron Council and at no time shall same be used for residential purposes.
- (j) No person shall erect or cause or permit to be erected upon any Lot or any part thereof any advertisement, hording or similar structure and shall not permit any Lot or any part thereof or any building or structure erected thereon to be used for the display of any advertisement or notice except that after 31 December 2000 advertisements or notices not exceeding one square metre in area may be erected thereon provided that it relates solely to the selling or letting of the Lot.
- (k) No exterior electricity power lines shall be placed on any Lot other than beneath the surface of the ground.
- (l) No animals, livestock, poultry or birds of any kind shall be raised bred or kept upon any Lot or any part thereof, except dogs cats or other household pets may be kept provided these are not kept, bred or maintained for any commercial purpose and do not in the case of pets exceed three (3) in number provided further that the keeping of such pets shall not cause any nuisance annoyance or disturbance to the owner or occupier of any other Lot.
- (m) No building or garage or other structure shall be erected on any lot having exterior walls constructed of materials other than clay brick stone concrete timber glass hardiplank or any combination thereof. Buildings or structures not complying with the restrictions herein contained may be constructed where the materials design and colours thereof are approved in writing by Supbrook Pty Limited or its nominee.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
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(Continued)

(n) No dwelling house erected upon the subject land shall have a floor space of less than 112 square metres exclusive of carports, garages, patios, covered porches and granny flats.

(o) No commercial vehicles shall be parked on any Lot except in an undercover carpark nor on any street or accessway adjacent to a lot.

In this provision commercial vehicle shall include, earthmoving equipment, agricultural machinery, articulated vehicle, prime mover, coach, bus, trailers and motor lorry but does not include motor cars or station wagons constructed principally for the conveyance of persons.

(p) The sub-floor areas of all buildings shall be fully enclosed with clay brick, hardiplank, timber, glass or vertical timber slats or any combination thereof but not lattice work from the natural ground level to the underside of the floor.

(q) No building other than a single dwelling house, granny flat and associated outbuildings shall be erected on any Lot.

(r) No pole house shall be erected on any Lot.

Name of Person Empowered to Release, Vary or Modify The Terms of the Easements
Eighthly, Ninthly, Tenthly, Eleventhly, Twelfthly, Thirteenthly, Fourteenthly Fifteenthly and
Twentiethly referred to in the Abovementioned Plan:

The Council of the Shire of Byron

m. j. Sheehan
Clare

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE**

TO BE CREATED PURSUANT TO SECTION 88B & 88E

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Lengths are in metres

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PART 2

DP1011009

(Continued)

Name of Person Empowered to Release, Vary or Modify Restriction on Use referred to in the
Abovementioned Plan:

SUPBROOK PTY LIMITED or its nominee so long as it remains the registered proprietor of any Lot in the abovementioned plan and thereafter by such person or Corporation as may be nominated by Supbrook Pty Limited and failing such nomination by such person as may be nominated by the President for the time being of the Real Estate Institute of New South Wales or by such body as he may nominate to carry out the functions of such Institute from time to time and any such nomination may be for a fixed period and be subject to cancellation at any time by the Appointor.

**THE COMMON SEAL of SUPBROOK
PTY LIMITED (ACN 003 433 065)**
was hereunto affixed in accordance with the
memorandum and articles of association
in the presence of:



[Signature]
Director

[Signature]
Secretary



[Signature]
Sec.

Approved by Byron Shire Council.

[Signature]
Authorised officer

REGISTERED



MD 2-3-2000



Certificate No: 20210189
Date: 17/02/2021
Receipt No: 21191
Your Reference: 2615

CMJ Legal Pty Ltd
Email: neil@cmjlegal.com.au

**PLANNING CERTIFICATE PURSUANT TO
SECTION 10.7(2) ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Property: 2 Barby Crescent BANGALOW 2479
Description: LOT: 81 DP: 1011009
Parish: Byron
County: Rous
Parcel No: 230170

1. Names of relevant planning instruments and DCPs

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.**

Byron Local Environmental Plan 2014

State Environmental Planning Policies – refer to Annexure 1

- (2) 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).**

Draft State Environmental Planning Policies – refer to Annexure 1

Planning Proposals – refer to Annexure 2.

- (3) The name of each development control plan that applies to the carrying out of development on the land.**

Byron Shire Development Control Plan (DCP) 2014.



TRADITIONAL HOME OF
THE BUNDJALUNG PEOPLE

ALL COMMUNICATIONS TO BE
ADDRESSED TO THE GENERAL MANAGER
PO Box 219 Mullumbimby NSW 2482 (70-90 Station Street)
E: council@byron.nsw.gov.au
P: 02 6626 7000 F: 02 6684 3018
www.byron.nsw.gov.au ABN: 14 472 131 473

2. Zoning and land use under relevant LEPs

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):

- (a) the identity of the zone
- (b) the purpose for which the instrument provides that development may be carried out within the zone without the need for development consent,
- (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,
- (d) the purposes for which the instrument provides that development is prohibited within the zone,
- (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 fixed,
- (f) whether the land includes or comprises critical habitat,
- (g) whether the land is in a conservation area (however described),
- (h) whether an item of environmental heritage (however described) is situated on the land.

BYRON LOCAL ENVIRONMENTAL PLAN 2014

2(a) – (d) Land zoning & permissibility of development

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

Environmental protection works; Home-based child care; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home industries; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial

storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Residential care facilities; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies

Regard must be had for other clauses in Byron Local Environmental Plan 2014, which may affect the purpose for which development may be carried out.

- 2(e) The dimensions of the land have no bearing as to whether or not a dwelling-house may be erected on the land.
- 2(f) The land does not include or comprise critical habitat
- 2(g) The land is not in a conservation area
- 2(h) An item of environmental heritage is not situated on the land

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

Not applicable

3. Complying Development

- (1) 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) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- (2) 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) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying development under General Housing Code

Complying development may be carried out on any part of the land.

Complying development under Low Rise Housing Diversity Code

Complying development may be carried out on any part of the land.

Complying development under the Greenfield Housing Code

Complying development may not be carried out on any part of the land due to the land not being within the Greenfield Housing Code Area.

Note:

Development on land subject to both the Housing Code and the Greenfield Housing Code may be assessed as complying development under either code. This will change on 6 July 2021. From this date, complying development may only take place under the Greenfield Housing Code.

Complying development under the Rural Housing Code

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under the Commercial & Industrial (New/Additions) Code

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under the Container Recycling Facilities Code

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under the General Development Code and Housing Alterations Code

Complying development may be carried out on any part of the land.

Complying development under the Commercial and Industrial Alterations Code, Subdivision Code, Demolition Code and Fire Safety Code

Complying development may be carried out on any part of the land.

4. Repealed 3/4/18

4A. Repealed 3/4/18

- 4B. Annual charges for coastal protection services under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works. 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 Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).**

Council is not aware of such a consent.

- 5. Mine subsidence
whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.**

The land is not proclaimed to be a mine subsidence district.

- 6. Road widening and road realignment
whether or not the land is affected by any road widening or road realignment under:**

(a) Division 2 of Part 3 of the Roads Act 1993, or

Not affected

(b) any environmental planning instrument, or

Not affected

(c) any resolution of the council

Not affected

7. Council and other public authority policies on hazard risk restrictions whether or not the land is affected by a policy:

(a) adopted by the council, or

(b) adopted by any other public authority and notified to the council for the express purpose of its 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, inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

- (a) The land is affected by a policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soil and any other risk (other than flooding) known as:

Management of Contaminated Land Policy No 5.61.

- (b) The land is not affected by a policy adopted by another 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 soil and any other risk (other than flooding).

7A. Flood related development controls information

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multiple 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.

The land or part of the land is not subject to flood related development controls.

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

The land or part of the land is not subject to flood related development controls.

8. Land reserved for acquisition

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.

BYRON LOCAL ENVIRONMENTAL PLAN 2014

No provision is made for acquisition of the land.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT

Not applicable.

9. Contributions plans

The name of each contributions plan applying to the land.

Applications lodged after 21 November, 2001 and prior to 1 January 2013 are subject to contributions levied in accordance with the Byron Shire Council Section 94 Development Contributions Plan 2005 (incorporating Amendment No 1) for community facilities, open space, roads, car parking, cycleways, civic and urban improvements, shire support facilities and administration. The Byron Shire Council Section 94 Development Contributions Plan 2005 (incorporating Amendment No 1) remains in force for the purposes of collection of contributions levied under its terms.

Applications lodged after 1 January 2013 are subject to contributions levied in accordance with the Byron Shire Developer Contributions Plan 2012 (Amendment No 2). The plan is split into two parts, Part A being the Byron Section 94 plan that applies to all residential development and Part B being the Byron Section 94A plan that applies to all non residential development.

9A. Biodiversity certified land

The land is not biodiversity certified land.

10. Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016

10A. Native vegetation clearing set asides

The land does not contain a set aside area under section 60ZC of the Local Land Services Act 2013

11. Bush fire prone land

None of the land is bush fire prone land.

12. Property vegetation plans

A property vegetation plan under the Native Vegetation Act 2003 or private native forestry plan under the Local Land Services Act 2013 does not apply to the land.

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

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

An order under the Trees (Disputes Between Neighbours) Act 2006 has not been made.

14. Directions under Part 3A

No direction by the Minister pursuant to section 75P (2) (c1) of the Environmental Planning & Assessment Act is in force.

15. Site compatibility certificates and conditions for seniors housing

- (a) Council is not aware of any current site compatibility certificates (seniors housing) in respect of proposed development on the land.

- (b) No terms referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as conditions of consent to a development application for the land granted after 11 October 2007.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Council is not aware of any valid site compatibility certificate (infrastructure, schools or TAFE establishments) in respect of proposed development on the land.

17. Site compatibility certificates and conditions for affordable rental housing

- (1) Council is not aware of any current site compatibility certificate (affordable rental housing) in respect of proposed development on the land.
- (2) No terms referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as conditions of consent to a development application in respect of the land.

18. Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (1) Not applicable.
- (2) Not applicable.

19. Site verification certificates

Council is not aware of a current site verification certificate in respect of the land.

20. Loose-fill asbestos insulation

The land does not include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

21. Affected building notices and building product rectification orders

- (1) Council is not aware of any affected building notice (within the meaning of Part 4 of the *Building Products (Safety) Act 2017*) that is in force with respect to the land.
- (2) Council is not aware of any outstanding notice of intention to make a building product rectification (within the meaning of the *Building Products (Safety) Act 2017*) having been given with respect to the land.

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

- (a) that the land to which the certificate relates is significantly contaminated – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order – if it is subject to such an order at the date when the certificate is issued,

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal – if it is the subject of such an approved proposal at the date when the certificate was issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order – if it is subject to such an order at the date when the certificate is issued,
- (e) that the land to which the certificate relates is the subject of a site audit statement - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.
- (a) The land (or part of the land) is not significantly contaminated as at the date this certificate is issued.

Note: the answer given above only relates to "significantly contaminated" land as defined under the Contaminated Land Management Act 1997. If Council holds sufficient information about whether or not land is contaminated land (as defined under Schedule 6 of the Environmental Planning and Assessment Act 1979), this information will be given in the 10.7(5) certificate.

- (b) The land is not subject to a management order as at the date this certificate is issued.
- (c) The land is not the subject of an approved voluntary management proposal as at the date this certificate is issued.
- (d) The land is not subject to an ongoing maintenance order as at the date this certificate is issued.
- (e) The land is not the subject of a site audit statement as at the date this certificate is issued.

Any statement made or information given in this certificate does not relieve the property owner of obtaining Council's approval required under the Local Government Act 1993, the Environmental Planning & Assessment Act 1979 as amended, or any other Act.

Mark Arnold
General Manager



Per

ANNEXURE 1

State Environmental Planning Policies and Draft State Environmental Planning Policies applicable to land within Byron Shire

SEPP NO.	TITLE	LAND AFFECTED
21	Caravan Parks	Applies to the State.
22	Shops and Commercial Premises	Applies to the State
32	Urban Consolidation (Redevelopment of Urban Land)	Urban Land
33	Hazardous and Offensive Development	Applies to the State.
36	Manufactured Home Estates	Applies to the Shire.
50	Canal Estate Development	Applies to the Shire
55	Remediation of Land	Applies to the State
64	Advertising and Signage	Applies to the State
65	Design Quality of Residential Flat Development	Applies to the State but only to developments of 3 storeys or more
65	Amendment to SEPP 65 Design Quality of Residential Flat Development	Applies to the State
70	Affordable Housing (Revised Schemes)	Applies to State
	State Environmental Planning Policy (Major Development) 2005	Applies to the State
	State Environmental Planning Policy (Building Sustainability Index: Basix) 2004	Applies to the State
	State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007	Applies to the State
	State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004	Applies to the State – See Clause 4 of the Policy
	State Environmental Planning Policy (Infrastructure) 2007	Applies to the State
	State Environmental Planning Policy (Exempt and Complying Development Codes) 2008	Applies to the State
	State Environmental Planning Policy (Affordable Rental Housing) 2009	Applies to the State
	State Environmental Planning Policy (State and Regional Development) 2011	Applies to the State
	State Environmental Planning Policy (Coastal Management) 2018	This Policy applies to land within the coastal zone as <u>defined</u> under the <i>Coastal Management Act 2016</i>
	State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017	Applies to non-rural lands of the State
	State Environmental Planning Policy (Primary Production and Rural Development) 2019	Applies to the State
	State Environmental Planning Policy (Koala Habitat Protection) 2020	Applies to the Shire.

**DRAFT LOCAL ENVIRONMENTAL PLAN/S No/S PLACED ON EXHIBITION PURSUANT TO
SCHEDULE 1 (4) OF THE ACT**

Amendment to Byron LEP 2014 - Planning Proposal to define and then require development consent for short term rental accommodation. It also establishes the circumstances in which short term rental accommodation would be exempt development. This planning proposal directly affects all land within zones where dwelling houses are permitted under Byron LEP 2014.

26.2017.4.1 - Amendment to Byron LEP 2014 – Planning Proposal for rezoning and reclassifying part Lot 22 DP 1073165 Stuart Street Mullumbimby. In addition the Planning Proposal will seek to introduce a new zone R1 General Residential to the Byron LEP 2014 which includes clauses relating to housing diversity. The Planning Proposal also seeks to introduce a “key sites map” for housing diversity. Lot 22 will be the first location to appear on the map if the Planning Proposal is successful. If successful it is hoped the Planning Proposal will facilitate diverse and accessible future housing on Lot 22, Stuart Street Mullumbimby.

26.2018.2.1 - Planning Proposal to amend Byron LEP 2014 and Byron LEP 1988 to permit community title subdivision of land at Lot 1 DP 1031848 Broken Head (The Linnaeus Estate). The objective of this planning proposal is to identify the subject land in appropriate schedules of the LEPs to permit the creation of a neighbourhood community title scheme comprising 33 neighbourhood lots and one lot for common property, consistent with the Byron Rural Land Use Strategy.

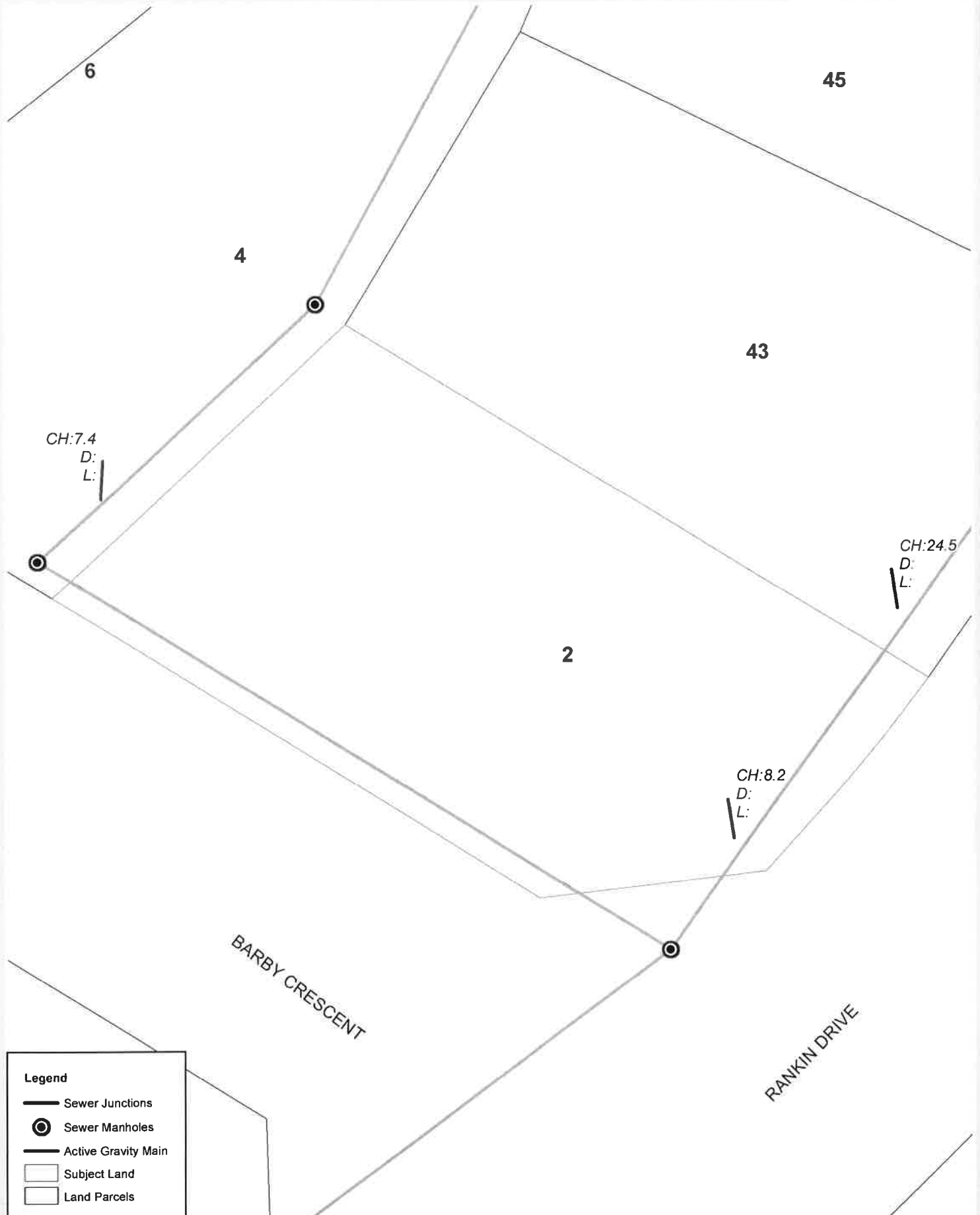
26.2017.6.1 - Amendment to Byron LEP 2014 – Planning Proposal to amend the planning controls for the Byron Bay town centre as per the strategic objectives in the Byron Bay Town Centre Masterplan. The proposed amendments relate to the town centre and include the introduction of a new B3 commercial core zone, removal of the floor space ratio controls, an amendment to the height of buildings map and introduce a building height allowance map. A number of local provisions are also proposed including controls for design excellence, maximum carpark provisions for mixed use development, active street frontages and facilitating compatible mixed use development.

26.2019.5.1 – Amendment to Byron LEP 2014 - Planning Proposal to zone the rail corridor between Lawson Street and Bayshore Drive, Byron Bay SP2 Infrastructure and identify rail transport works as an additional permitted use without consent. The purpose of this amendment is to allow for the continued maintenance of the rail corridor in which the solar train operates.

26.2019.11.1 – Amendment to Byron LEP 2014 – Planning Proposal to obtain a Dwelling Entitlement for Lot 6 DP 8385, 83 Yagers Lane Skinners Shoot. Specifically, the planning proposal intends to amend Schedule 1 of LEP 2014 so that a dwelling house is permitted with consent on the lot. The site contains an existing unauthorised dwelling house.

Sewer Location Plan

LOT: 81 DP: 1011009 2 Barby Crescent BANGALOW



Legend

- Sewer Junctions
- ⊙ Sewer Manholes
- Active Gravity Main
- Subject Land
- Land Parcels

WARNING

The boundaries of the land represented on this plan are the approximate locations of fence lines or other boundary markers at the time of preparation of the plan. The intent of this plan is to show only the approximate location of sewerage pipes by reference to buildings, fences or other boundary markers and not by reference to surveyed boundaries. The plan should not be relied on for any purpose other than to identify the approximate location of sewerage pipes. A Registered Surveyor should check the property boundaries. Accordingly Council can accept no liability for any loss or claim by any person relying on this plan for any reason other than that stated above.
 Note: The information shown on this map is a copyright of the Byron Shire Council and the NSW Department of Lands.

0 5 10 Metres

1:258

@ A4 size



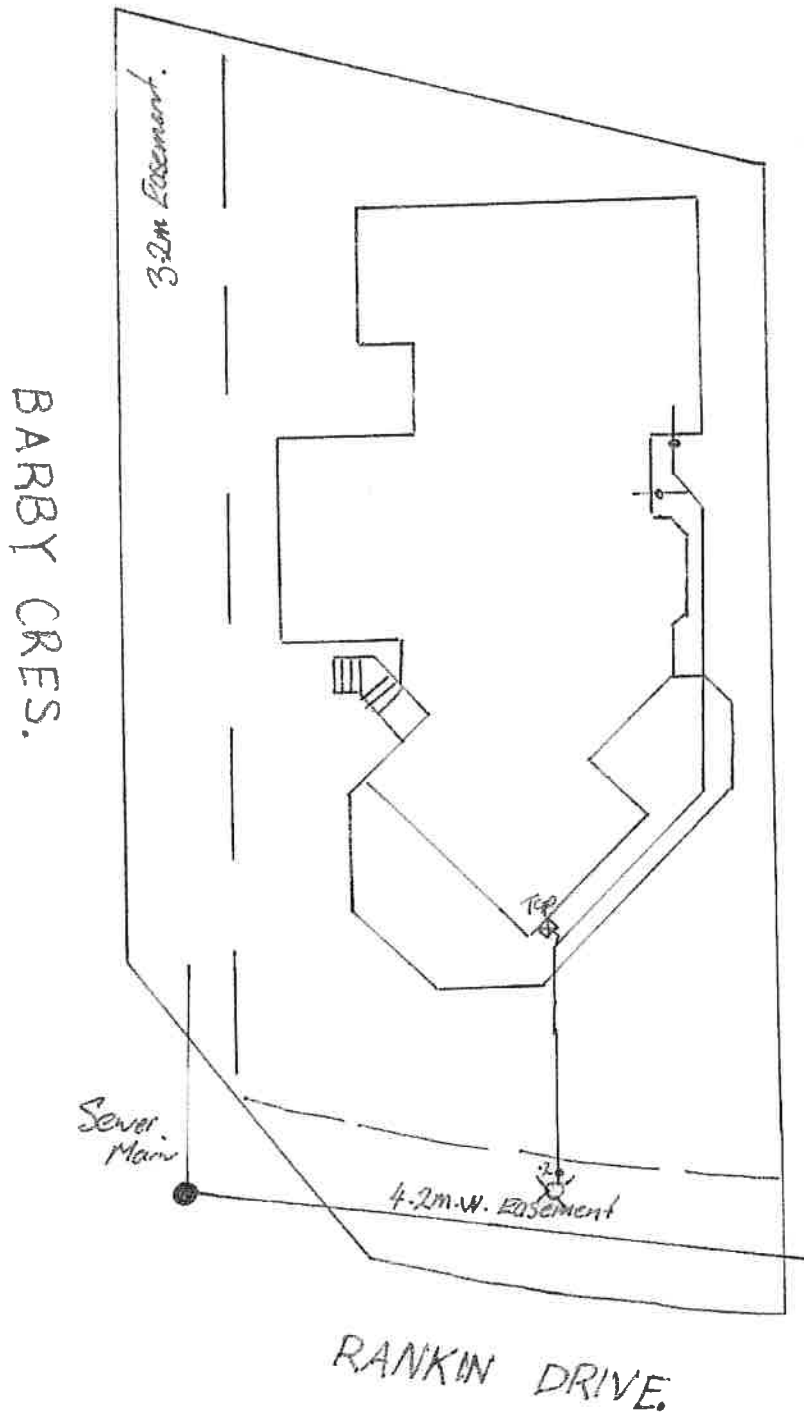
Date: 17/02/2021

BYRON SHIRE COUNCIL PROPERTY DRAINAGE PLAN

Parcel
Property No: 230170
Permit No: 01/449

No. 2 Lot 81 DP 1011009
Street Barby Crescent Locality Bangalow

1. KITCHEN SINK	4. BATH	7. SHOWER	10. INSPECTION OPENING
2. BASIN	5. WATER CLOSET	8. FLOORWASTE	11. VENT
3. TUBS	6. GREASE INTERCEPTOR TRAP	9. OVERFLOW RELIEF GULLY	12. STACK
JUNCTION ABOUT		m. FROM DOWNSTREAM MANHOLE	DEPTH



WARNING: The boundaries of the land represented on this plan are the approximate locations of fence lines or other boundary markers at the time of preparation of the plan. The intent of this plan is to show only the approximate location of sewerage pipes by reference to buildings, fences or other boundary markers and not by reference to the surveyed boundaries. The plan should not be relied upon for any purpose other than to identify the approximate location of sewerage pipes. A Registered Surveyor should check the property boundaries. Accordingly, Council can accept no liability for any loss or claim by any person relying on this plan for any reason other than stated above.

Drawn by [Signature] Date 26.4.2002 Plumber Dave Cognan License No. Scale 1:125

IRWIN & COONEY

2b, 1st Floor Old Norco Building, 144 Jonson Street,
BYRON BAY. NSW. 2481

Telephone: (02) 66 808 705
Facsimile: (02) 66 808 706
Email: irwincooney@bigpond.com

MOBILES: Paul Irwin: 0419 405 740
Bede Cooney: 0408 461 457

OCCUPATION CERTIFICATE

Issued under the Environmental Planning and Assessment Act, 1979 Sections 109(1)(C) and 109 H

Occupation Certificate No: 329/01-1
Council DA: 10.2001.449.1
Construction Certificate No: 329/01
Property File No: 230170

Type of Certificate Sought

- ☐ Interim certificate
☒ Final
☐ change of building use of an existing building
☐ occupation/use of new building

Applicant

Name
Address
Contact Number

A & J Casey
101 Phillips Road, Newrybar

Owner of Building

Name
Address
Contact Number

A & J Casey
101 Phillips Road, Newrybar

Development Consent No. Or Compulsory Development Certificate No.

10.2001.449.1

Date of Determination
(see note 1)

19/09/2002

Construction Certificate

Construction Certificate No.
Date of Determination

329/01
11/01/2002

Subsidiary Land

Lot, Sec, DP
Address

Lot 81, DP 1011009
2 Barby Crescent, Bangalow

Building Details

The building classification must be the same as that specified in the development consent or complying development certificate

Whole/part of building
Use: Dwelling
BCA Class: 1a
New/Existing

Attachments

- ☐ Copy of development consent or complying development certificate
- ☐ Construction certificate (where relevant)
- ☐ Final fire safety certificate or interim fire safety certificate (where relevant see note 2)
- ☐ Other certificates relied on

Date of Receipt**Determination**

Type of Certificate

☐ Interim Certificate

☒ Final Certificate

Approved/refused

☒ Approved

☐ Refused

Date of determination

Attachments

- ☐ Reasons for refusal
- ☐ Final fire safety certificate of interim fire safety certificate

Right of Appeal

Under s109K where the certifying authority is a council an applicant may appeal to the Land and Environment Court against the refusal to Issue an occupation certificate within 12 months from the date of the decision.

Certificate Final

I, Paul Irwin certify that:

- ☒ I have been appointed as the principal certifying authority under s109E
- ☒ A development consent/complying development certificate is in force with respect to the building.
- ☒ A construction certificate has been issued with respect to the plans and specifications for the building.
- ☒ The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia
- ☒ Where required, a final fire safety certificate has been issued for the building (see note 2)
- ☒ Where required, a report from the Commissioner of Fire Brigades has been considered.

certificate no

329/01-1

certificate no

329/01-1



Name of principal certifying
Authority
Accreditation Number
Contact Number
Address

Paul Irwin
1496
02 66 808 706
PO Box 55
Byron Bay NSW 2481

Signed

Date

A handwritten signature in black ink, appearing to be "P. Irwin".
13.9.02

Note 1 Before an occupation certificate may be issued, the certifying authority must be satisfied that:

- A development consent or a complying development certificate is in force with respect to the building, and
- A construction certificate has been issued with respect to the plans and specifications for the building.

Note 2 A final fire safety certificate or interim fire safety certificate is not required for a class 1a or class 10 building

Note 3 For the purposes of notifying a council under clause 79L (2) (1) of the Regulation of the determination of an application an accredited certifier must forward all sections of this form, including all attachments to the relevant council where they have not been previously forwarded to the council.

BUILDING CERTIFICATE

Environmental Planning & Assessment Amendment Act 1997 - Section 149D

THE COUNCIL OF THE SHIRE OF BYRON

CERTIFIES THAT in relation to the building or part identified below the Council -

- (a) by virtue of anything existing or occurring before the date of inspection stated in this certificate; or
- (b) within 7 years after that date by virtue of the deterioration of the building or part solely by fair wear and tear,
Must Not
- (c) make an order under the Environmental Planning and Assessment Act 1979 or the Local Government Act 1993 requiring the repair, demolition, alteration or addition or rebuilding of or to the building, or
- (d) take proceedings in relation to any encroachment by the building or part onto land vested in or under the control of Council.

IDENTIFICATION OF BUILDING

Property Description: 2 Barby Crescent BANGALOW 2479
Legal Description: LOT: 81 DP: 1011009
Owner: Mr A J & Mrs J L. Casey
Description of Land: Sloping
Classification of Building: 1a
Whole/Part: WHL
Date of Inspection: 22 April 2003

SCHEDULE

The following written information was used by the Council in deciding to issue this certificate:

Building Permit No's: 10.2000.287.1, 10.2001.449.1

Registered Surveyors Report Canty's Surveyors dated 28 March 2003.

Building Surveyors Report dated 22 April 2003

Attached letter

Dated: 22 April 2003



Wayne Bertram
Principal Building Officer

Fee:	\$70.00	Receipt No:	140022
Applicant's Name:	Trenches Solicitors		

NOTES:

1. The issue of a building certificate does not prevent:
 - a) The making of Order No. 6 in the Table to Section 121B; or
 - b) The taking of proceedings against any person under Section 125 with respect to that persons failure:
 - i) To obtain a development consent with respect to the erection or use of the building; or
 - ii) To comply with conditions of consent.
2. An order or proceeding that is made or taken in contravention of the Act is of no effect.

Scott A. Thompson
B.App.Sc.Surv. (Q.U.T.)
Grad.Dip.Surv.Prac. (Q.U.T.) M.I.S. (Aust.)

Consultant
R.E. Canty

In Reply Please Quote: 9877

Date: 28 March 2003

Page: 1 of 2

Trenches Solicitors
85 Byron Street
BANGALOW NSW 2479



Scott Thompson Surveying Pty
Ltd Trading As

Canty's
SURVEYORS

ABN 49 093 101 305

PO Box 609, 109 Jonson St
BYRON BAY 2481

Phone: (02)
6685 6600
6685 6675

Facsimile: (02)
6685 6250

E-mail:
scotty@norex.com.au

Dear Sir,

Re: **Lot 81 DP 1011009 Barby Crescent, Bangalow**

In accordance with your instructions we have surveyed the whole of the land contained within Folio Identifier 81/1011009 Edition 5 being Lot 81 in Deposited Plan Registered Number 1011009 having frontage to Barby Crescent and Rankin Drive, Bangalow, Shire of Byron, Parish of Byron, County of Rous and we find that erected thereon is a one and two storey rendered brick residence on concrete foundations with roofing of metal which stands wholly within the limits of subject title and does not encroach on any other adjoining property or street.

We find the boundaries of the subject property to be unfenced.

Offsets of walls from boundaries are as shown on the accompanying sketch plan.

It is noted from the Folio Identifier that the subject land is burdened by two Easements for Drainage of Sewage 3.2 metres wide and 4.2 metres wide respectively created by the registration of DP 1011009. These Easements are located in the position as shown on the accompanying sketch plan. The subject land has the benefit of an Easement for Pipeline 2 metres wide created by the registration of DP 607611.

It is also noted from the Folio Identifier that the land is held subject to Restrictions on the Use of Land created by the registration of DP 1011009. These Restrictions had not been searched at the date of survey.

Boundary occupations have been located for identification purposes only and if further development is considered on the site then it is essential that the boundaries be remarked.

The various other improvements are located in the positions as shown on the sketch plan.

Other than stated above or shown on the sketch we are of the opinion that there are no other visible encroachments by or upon the property nor any other Easements or Rights-of-Way affecting the same apart from the conditions and reservations to the Crown as contained in the original Crown Grants.

Cont.../2

The property may be identified from the information as shown on the sketch plan.

This report, however, does not certify compliance with the Building Code of Australia.

This survey and report is in respect to the location of the structures shown on the accompanying sketch plan only and no other inference should be drawn from this survey and report.

Thanking you.

Yours faithfully,

A handwritten signature in black ink, appearing to be 'S.A. Thompson', followed by a long horizontal line extending to the right.

S.A. THOMPSON
Registered Surveyor
CANTY'S SURVEYORS

**PLAN OF LOT 81 D.P. 1011009 CORNER
RANKIN DRIVE & BARBY CRESCENT BANGALOW**

**SHIRE OF BYRON PARISH OF BYRON
COUNTY OF ROUS**

Prepared for: **Cole**

This drawing is only to be used in conjunction with our Report # 9877
dated 28/3/2003. Do not scale from this drawing. All dimensions and areas
are approximate only and are subject to final cadastral survey.

Scott Thompson Surveying
Pty Ltd Trading As

Canty's

SURVEYORS

**BYRON BAY
2481**

89 JONSON STREET

**PO BOX 609
ABN 49 093 101 305**

Phone: (02)

6685 6600

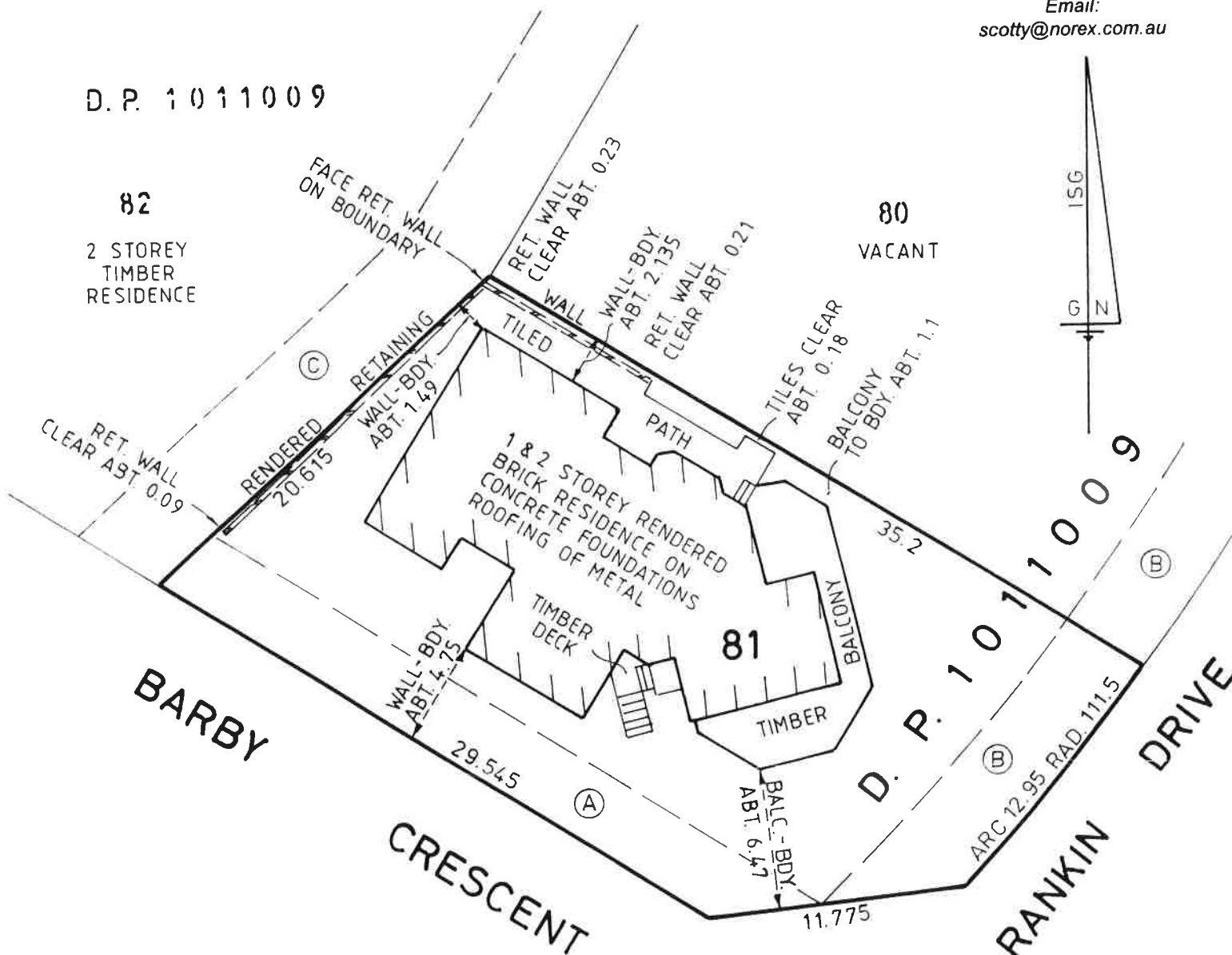
6685 6675

Facsimile: (02)

6685 6250

Email:

scotty@norex.com.au



NOTE: THE LAND IS NOT FENCED.

- (A) EASEMENT FOR DRAINAGE OF SEWAGE 3.2 WIDE BY D.P. 1011009.
- (B) EASEMENT FOR DRAINAGE OF SEWAGE 4.2 WIDE BY D.P. 1011009.
- (C) EASEMENT FOR DRAINAGE OF WATER 4.2 WIDE BY D.P. 1011009.

Reference No 9877 Disk No PM 817
Date 27/3/2003

Scott A. Thompson
Registered Surveyor

**Scott A. Thompson
B.App.Sc.Surv. (Q.U.T.)
Grad.Dip.Surv.Prac (Q.U.T.) M.I.S. (Aus.)**

**Consultant
R.E. Canty**

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.