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# Contract for the sale and purchase of land 2019 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| vendor's agent | **Stanley & Martin**<br>**PO Box 665, ALBURY NSW 2640** | **Phone: 02 6023 8900**<br>**Fax: 02 6023 8999**<br>**Ref: Steve Martin** |
| co-agent | | |
| vendor | **David Jonathon Matthews and Laureen Cherie Matthews**<br>**4 Myall Place, Thurgoona, NSW 2640** | |
| vendor's solicitor | **Albury Conveyancing Service**<br>**448 Swift Street, Albury NSW 2640**<br>**PO Box 7155, Albury NSW 2640** | **Phone: 02 6021 5700**<br>**Email: shellie@alburyconveyancing.com.au**<br>**Fax: 02 4044 0102**<br>**Ref: SG:5268** |
| date for completion | **42nd day after the contract date** | (clause 15) |
| land (address, plan details and title reference) | **4 Myall Place, Thurgoona, New South Wales 2640**<br>**Registered Plan: Lot 492 Plan DP 1081364**<br>**Folio Identifier 492/1081364** | |
| | ☒ VACANT POSSESSION ☐ subject to existing tenancies | |
| improvements | ☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space<br>☐ none ☐ other: | |
| attached copies | ☐ documents in the List of Documents as marked or as numbered:<br>☐ 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: Security cameras, ceiling fans, gas fireplace, ducted reverse cycle air-conditioning | | |

| | | |
|---|---|---|
| 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)<br>The price includes<br>GST of: $ | **witness** |
| **purchaser** ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares | | **witness** |

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**Choices**

| | | |
|---|---|---|
| Vendor agrees to accept a ***deposit-bond*** (clause 3) | ☒ NO | ☐ yes |
| **Nominated *Electronic Lodgment Network (ELN)*** (clause 30) | PEXA | |
| ***Electronic transaction*** (clause 30) | ☐ no | ☒ YES |

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

**Tax information (the parties promise this is correct as far as each party is aware)**

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

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment) ☐ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

***GSTRW payment* (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

**If more than one supplier, provide the above details for each supplier.**

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate)*:*

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

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**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 the off the plan contract

**Other**

- ☐ 59

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

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**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.**

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## COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

**2.** **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—**

- **(a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or**
- **(b) the fifth business day after the day on which the contract was made—in any other case.**

**3.** **There is NO COOLING OFF PERIOD:**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.**

**4.** **A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.**

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## 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.**

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

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

**2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

**3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

**4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

**5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

**6. The purchaser will usually have to pay 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.**

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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 –

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

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2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

**3 Deposit-bond**

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

**4 Transfer**

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

**5 Requisitions**

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

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**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 –

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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*.

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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*.

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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.

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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.

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**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

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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 earnt 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

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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.

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**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;

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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*.

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

**31 Foreign Resident Capital Gains Withholding**

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

31.2.2 produce on completion a *settlement cheque* for the *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.*

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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.

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**Special Conditions forming part of this Contract**

| | | |
|---|---|---|
| **Between:** | **David Jonathon Matthews and Laureen Cherie Matthews** | (Vendor/s) |
| **and:** | | (Purchaser/s) |
| **in relation to:** | **4 Myall Place, Thurgoona 2640** | (Property Address) |

---

**33. Inconsistency**

33.1 If there is any inconsistency in the Contract between the printed clauses and these special conditions, the special conditions prevail to the extent of that inconsistency.

33.2 **Alterations to printed form**

33.2.1 Clause 6.2 is deleted;
33.2.2 Clause 7.1.1, replace 5% with 1%;
33.2.3 Clause 25 of this Contract is deleted.

**34. Notice to complete**

34.1 If either party fails to complete this contract within the time specified in clause 15, then either party (not being in default under this Contract) may serve on the other party a notice ("notice to complete") requiring that party to complete this contact within 14 days after the date of service of the notice to complete.

34.2 Both parties acknowledge and agree that:

34.2.1 any notice to complete given by a party will be valid for all purposes both at law and in equity;
34.2.2 time will be essential for compliance with the notice to complete;
34.2.3 if either party fails to comply with the notice to complete, the other party may terminate this contract at any time after the due date for completion; and
34.2.4 the party serving the notice to complete may at any time withdraw the notice to compete without prejudice to that party's continuing right to give any further notice to complete.

34.3 If either party issues a notice to complete, the receiving party must pay on completion the sum of $330.00 (GST inclusive) to cover legal costs and other expenses incurred in preparation of the notice to complete in addition to any other costs and expenses payable under this Contract.

**35. Late completion**

35.1 If completion does not occur on or before the completion date as a result of the breach or default of the purchaser, the purchaser must pay to the vendor on completion interest on the balance of the price at the rate of 10% per annum calculated at a daily rate from the completion date to the actual date of completion ("interest period").

35.2 Clause 35.1 does not apply in respect of any part of the interest period during which completion has been delayed due to the fault of the vendor.

**36. Condition of Property**

36.1 Without in any manner excluding, modifying or restricting the rights of the Purchaser pursuant to Section 52A(2)(a) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017, the property is sold in its present condition and state of repair including all faults and defects both latent and patent as at the date of this Contract. The Purchaser must not make any objection, requisition or claim for compensation regarding the condition and state of repair of the property.

**37. Building Information Certificate**

37.1 The Vendor does not have a Building Information Certificate in respect of the improvements on the property.

37.2 The Purchaser is not entitled to require the Vendor to:

37.2.1. apply for or do anything to obtain a Building Information Certificate; nor
37.2.2 comply with the Local Council's requirements for the issue of a Building Information Certificate.

37.3 Completion of this Contract is not conditional on the Vendor or the Purchaser obtaining a Building Information Certificate in respect of the improvements.

**38. Agent**

38.1 The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of 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 vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

**39. Death or incapacity**

39.1 Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

**40. Representation**

40.1 The purchaser acknowledges that he/she does not rely on any representation, inducements or warranties, whether oral or in writing and that he relies only on the terms and conditions as set out in this written agreement.

**41. Electronic Signatures**

41.1 The parties agree to accept, for the purpose of exchange of Contracts, signatures by either the vendor or the purchaser which are facsimile, photocopy or any other form of electronic signatures.

41.2 The parties agree that they shall not make any requisitions, objection or claim or delay completion due to the matter of execution of this Contract as at the exchange date.

**42. Recovery of the Full Deposit**

42.1 The deposit payable pursuant to this Contract is that amount which represents 10% of the purchase price.

42.2 If the vendor has accepted an exchange of Contracts with an amount of less than the full deposit paid, the difference between the deposit payable and the amount actually paid is due and must be immediately paid to the vendor upon either:

42.2.1 the date fixed for completion of this Contract; and
42.2.2 upon demand made by the vendor in consequence of any breach of the Contract by the purchaser.

42.3 The deposit payable by the purchaser is forfeited to the vendor if the vendor becomes entitled to terminate this Contract.

42.4 If the purchaser fails to comply with any of the obligations of this clause, the deposit payable is recoverable immediately from the purchaser as a liquidated debt, whether or not the vendor terminates the Contract.

**43. Deposit**

43.1 The purchaser agrees and authorises the agent to release the deposit seven (7) days prior completion to the vendor's legal representatives trust account who will then become the deposit holder as defined in the Contract of Sale.

43.2 The Vendor's legal representative is to create a source fund entry in the PEXA workspace for the amount of the deposit. The deposit is then authorised to be distributed in the PEXA financial settlement.

43.3 The Vendor's legal representative's trust account details are:

| | |
|---|---|
| Bank: | National Australia Bank |
| BSB: | 082 406 |
| Account No.: | 15 423 5216 |
| Ref: | 5268 Deposit |

**44. Christmas Holiday Period**

44.1 If the date for completion when calculated having regard to the period for completion referred to on the front page of this contract is a date that falls within the period between 21 December 2021 – 10 January 2022 (inclusive) (referred as the "Christmas Holiday Period", then the completion date shall be deemed to be 17 January 2022.

44.2 Should either party become entitled to issue a Notice to Complete in accordance with special condition 34, the parties agree that such notice cannot be issued nor expire during the Christmas Holiday Period.

Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 492/1081364

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 1/11/2021 | 4:30 PM | 10 | 15/5/2020 |

LAND

LOT 492 IN DEPOSITED PLAN 1081364
AT THURGOONA
LOCAL GOVERNMENT AREA ALBURY CITY
PARISH OF ALBURY COUNTY OF GOULBURN
TITLE DIAGRAM DP1081364

FIRST SCHEDULE

DAVID JONATHON MATTHEWS
LAUREEN CHERIE MATTHEWS
AS JOINT TENANTS (T AK652835)

SECOND SCHEDULE (4 NOTIFICATIONS)

1 DP1081364 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
2 DP1081364 EASEMENT TO DRAIN WATER AND EASEMENT TO DRAIN SEWAGE 3.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 DP1081364 RESTRICTION(S) ON THE USE OF LAND
4 AQ108440 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Provided on 01/11/2021 03:30 PM by CITEC Confirm

* 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.

Property Exchange Australia Limited, a reseller of CITEC Confirm 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.

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PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURE AND SEALS ONLY.

Signed by me, Brian Terrence Scantlebury, being a duly authorised delegate of the Albury-Wodonga Development Corporation and I hereby declare that I have no notice of any revocation of this delegation.

ABN 71 893478442

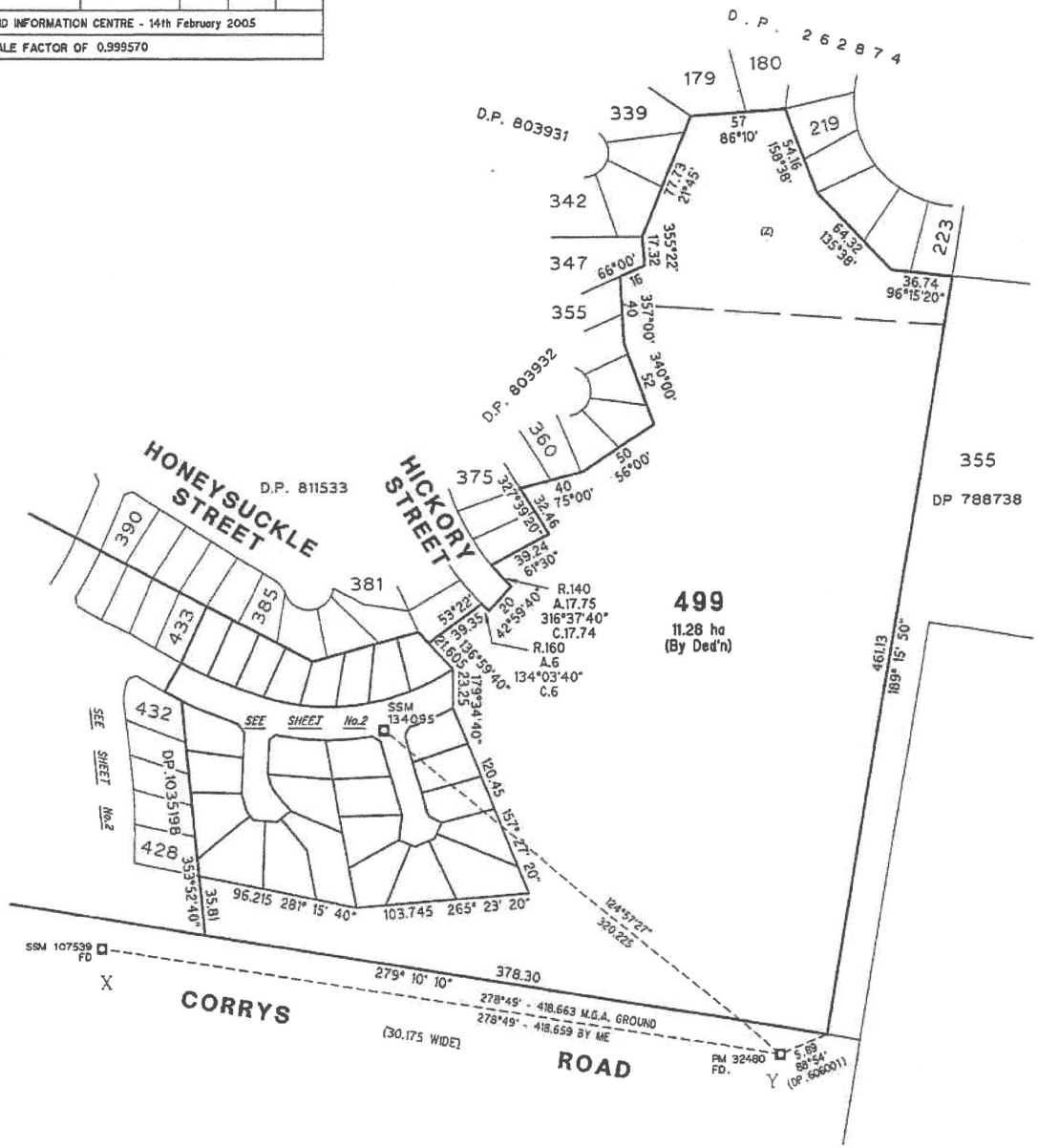
WITNESS
MICHAEL BYDDER
620 MACAULEY STREET,
ALBURY NSW 2640

| MARK | MGA CO-ORDINATES | | ZONE | CLASS | ORDER |
|---|---|---|---|---|---|
| | EASTINGS | NORTHINGS | | | |
| PM 32480 | 498 436.752 | 6 009 878.602 | 55 | B | 2 |
| SSM 107539 | 498 023.214 | 6 009 942.744 | 55 | C | 3 |
| SSM 107540 | 498 022.552 | 6 010 100.332 | 55 | C | 3 |

SOURCE : LAND INFORMATION CENTRE - 14th February 2005

COMBINED SCALE FACTOR OF 0.999570

(Z) RESERVATIONS AND CONDITIONS - SEE CROWN GRANT(S)




Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

* the proposed SUBDIVISION set out herein; and
* (insert 'subdivision' or 'new road')

* ~~the subdivision is for lease purposes in accordance with s.23M of the Conveyancing Act 1919~~

* Authorised Person/General Manager/Accredited Certifier

Consent Authority : ALBURY CITY COUNCIL

Date of Endorsement : 7 APRIL 2005

Accreditation No : .....

Subdivision Certificate No : 3934

File No : PF 33030

Note :
When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

*Delete whichever is inapplicable.

SURVEYOR'S REFERENCE 16447A

DP1081364

Registered: 2-5-2005

C.A: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref map: PARISH

Last Plan: DP1035198 #

PLAN OF SUBDIVISION OF LOT 438 D.P. 1035198

Lengths are in metres. Reduction Ratio 1: 2000

LGA ALBURY CITY

Locality: THURGOONA

Parish: ALBURY

County: GOULBURN

This is Sheet 1 of my plan in TWO sheets (Delete if inapplicable)

I PATRICK FRANCIS ESLER of ESLER & ASSOC. 598 MACAULEY ST. ALBURY 2640 a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 23/02/2005

This survey relates to LOTS 473 - 480

Dated 17/03/2005

Signature P f Esler

Datum Line: X - Y

Zone: URBAN

Surveyor registered under the Surveying Act 2002

Plans used in preparation of survey/compilation.

DP 811533, DP 606001, DP 1035198

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.

PURSUANT TO SECTION 88B, OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE :-

1) EASEMENT TO DRAIN WATER 3 WIDE.
2) EASEMENT TO DRAIN WATER VARIABLE WIDTH.
3) EASEMENT TO DRAIN WATER AND EASEMENT TO DRAIN SEWAGE 3.5 WIDE.
4) EASEMENT TO DRAIN SEWAGE 3 WIDE.
5) RESTRICTION ON THE USE OF LAND.

IT IS INTENDED TO DEDICATE DRYANDRA WAY, BOX PLACE AND MYALL PLACE AS PUBLIC ROADS.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R018436 /Doc:DP 1081364 P /Rev:02-May-2005 /Sts:SC.OK /Prt:17-Jan-2013 12:16 /Pgs:ALL /Seq:1 of 2
Ref:4349 - Spalding/Leon /Src:T

PLAN FORM 3 · To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

# DP1081364

Registered: 2-5-2005

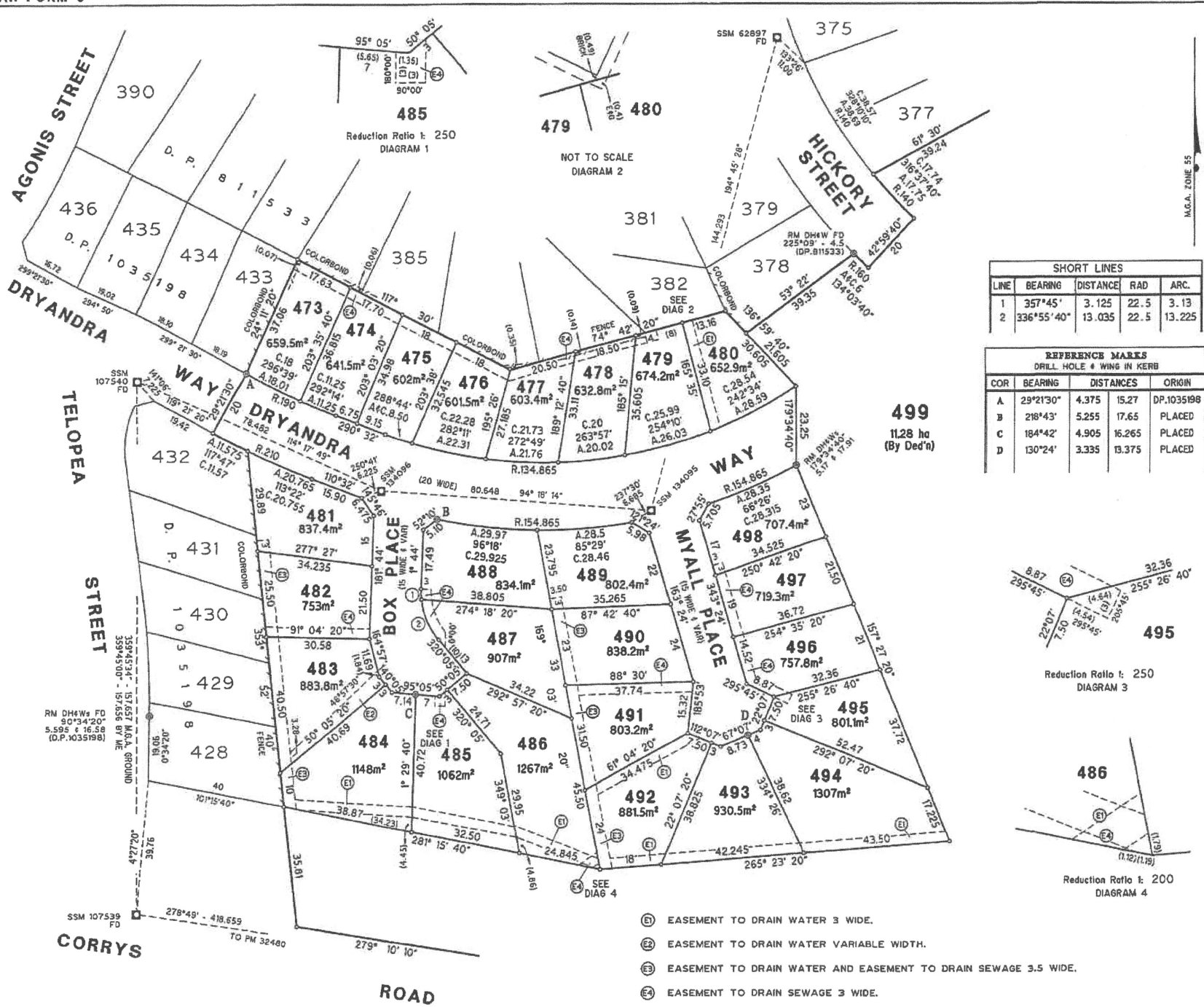
This is sheet 2 of my plan in 2 sheets dated 17/03/2005.

Surveyor registered under Surveyors Act 1929.

This is sheet 2 of the plan of 2 Sheets covered by my Certificate No. 3934 7th of APRIL 2005

General Manager/Authorised Person

For use where space is insufficient in any panel on Plan Form 2.




| SHORT LINES | | | | |
|---|---|---|---|---|
| LINE | BEARING | DISTANCE | RAD | ARC. |
| 1 | 357°45' | 3.125 | 22.5 | 3.13 |
| 2 | 336°55'40" | 13.035 | 22.5 | 13.225 |

**REFERENCE MARKS**
DRILL HOLE & WING IN KERB

| COR | BEARING | DISTANCES | | ORIGIN |
|---|---|---|---|---|
| A | 29°21'30" | 4.375 | 15.27 | DP.1035198 |
| B | 218°43' | 5.255 | 17.65 | PLACED |
| C | 184°42' | 4.905 | 16.265 | PLACED |
| D | 130°24' | 3.335 | 13.375 | PLACED |

(E1) EASEMENT TO DRAIN WATER 3 WIDE.
(E2) EASEMENT TO DRAIN WATER VARIABLE WIDTH.
(E3) EASEMENT TO DRAIN WATER AND EASEMENT TO DRAIN SEWAGE 3.5 WIDE.
(E4) EASEMENT TO DRAIN SEWAGE 3 WIDE.

Reduction Ratio 1: 750

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE 16447A

Req:R018436 /Doc:DP 1081364 P /Rev:02-May-2005 /Sts:SC.OK /Prt:17-Jan-2013 12:16 /Pgs:ALL /Seq:2 of 2
Ref:4349 - Spalding/Leon /Src:T

**Instrument setting out terms of Easements or Profit à Prendre intended to be created or released and of Restrictions on the use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**



DP1081364

Plan of Subdivision of Lot 438 in DP 1035198 covered by Subdivision Certificate No.

**Full name and address of the owner of the land:**

Albury-Wodonga Development Corporation
2/620 Macauley Street
Albury NSW 2640
DX 5812 Albury NSW

**Part 1 (Creation)**

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcels | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|---|---|
| 1 | Easement to drain water 3 wide | 480, 484 – 486 inclusive and 492 – 494 inclusive | Albury City Council |
| 2 | Easement to drain water variable width | 483 | Albury City Council |
| 3 | Easement to drain water and easement to drain sewage 3.5 wide | 481 – 484 inclusive and 489 – 492 inclusive | Albury City Council |
| 4 | Easement to drain sewage 3 wide | 473 – 479 inclusive, 482, 485, 486, 487, 488, 491 and 495 – 498 inclusive | Albury City Council |
| 5 | Restriction on Use of Land | Each lot except Lot 499 | Each other lot except Lot 499 |

**Instrument setting out terms of Easements or Profit à Prendre intended to be created or released and of Restrictions on the use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**



DP1081364

Plan of Subdivision of Lot 438 in DP 1035198 covered by Subdivision Certificate No.

**Part 2 (Terms)**

**1. Terms of restriction on use numbered 5 in the plan.**

a) That no development on a lot hereby burdened shall be carried out or permitted to remain on a lot except a development carried out in compliance with the conditions contained in Corrys Wood Stage 8 Estate Enhancement Provisions and Plan TH 2.3/049/3 both annexed hereto at Annexure A or a development otherwise approved in writing by the Albury-Wodonga Development Corporation.

b) That no fence shall be erected on a lot to divide it from any adjoining lot or land owned by the Transferor without the consent of the Transferor and it assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the registered proprietor of a lot such consent shall be deemed to have been given in respect of every such fence for the time being erected.

**2.Name of person empowered to release, vary or modify restriction numbered 4 in the plan**

The Transferor and such other person or company nominated by the Transferor in writing for that purpose and if the Transferor shall no longer be the registered proprietor of any of the land comprising in the said plan of subdivision and there shall be no such person or company so nominated then the person or persons for the time being the registered proprietor or proprietors of the land having the benefit of these restrictions.

**DATED** **DAY OF** **2005**

Signed by me, Brian Terrence Scantlebury, being a duly authorised delegate of the Albury-Wodonga Development Corporation and I hereby declare that I have no notice of any revocation of this delegation.

ABN 71 893 478 442

WITNESS
MICHAEL BYDDER
620 MACAULEY STREET,
ALBURY NSW 2640

# CORRYS WOOD

## STAGE 8
## SALES INFORMATION
## RESIDENTIAL ESTATE
## ENHANCEMENT
## PROVISIONS

In an endeavour to set a high standard for the area, this subdivision will be sold subject to certain conditions.

Buildings are to be sited on blocks in accordance with an Estate Enhancement Plan (EEP) which is printed on the rear page of this brochure. Corporation staff will be pleased to discuss the plan and any of the following conditions in relation to any particular block.

1. **Objectives**
- to encourage the development of a high quality residential estate which is compatible with existing development;
- to provide standards to ensure a satisfactory level of access, safety and convenience for the road users and the residents of the area;
- to provide for a choice of residential development sizes for predominantly single detached houses;
- to integrate open space and housing development; and
- to minimise the intrusion of buildings and fences on the streetscape and public open space.

2. **Setbacks**
All buildings including dwellings, garages and carports shall be erected behind the building line as shown on the EEP.

3. **Number of Dwellings per Lot**
Except as where indicated on the EEP plan only one dwelling shall be erected on each allotment.

4. **Building Materials**

4.1 The external walls of all buildings shall be constructed substantially of timber, brick or masonry.

4.2 Garages, carports, located adjacent to or forward of the dwelling shall be constructed of the same materials and design as those of the dwelling.

4.3 Garages, carports and any other associated building (eg. Garden shed) located behind the dwelling should be constructed of timber, brick, masonry, or earthy toned colorbond.

4.4 Reflective building materials are not permitted.

5. **Building Heights**
Two storey height maximum for all dwellings however single storey houses are preferred on steeper slopes. Split level houses designed to incorporate the slope are permitted. All appurtenant outbuildings to be single storey.

6. **Building Orientation**

6.1 All service areas are to be screened from public view.

6.2 Dwellings should be designed and orientated to maximise solar efficiency.

7. **Access Points**

7.1 Any restrictions as to access shown on the Estate Enhancement Plan shall be complied with.

7.2 Allotments abutting intersections must have the vehicle access point sited as far from the intersection as possible.

8. **Carparking**
Each residential unit shall be sited to allow parking space for at least two motor vehicles behind the building line.

9. **Fencing**
Fencing shall conform to the Estate Enhancement Plan and the following requirements:

9.1 Front fences on street, including walls (other than courtyard fences) are not permitted between the front face(s) of a dwelling and street(s) or within the building setback.
**NOTE: This requirement applies to both frontages of corner allotments.**

9.2 Fences to public open space reserves (including access walkways), are to be provided by the developer in accordance with the Estate Enhancement Plan.

9.3 Courtyard fences may be erected to create a private courtyard between a dwelling and a street. Provided such fences
- are not constructed along more than 50% of the frontage;
- do not encroach on the building setback;
- have a height of between 1.5 and 1.8 metres;
- are constructed in timber, brick or masonry compatible with the materials of the dwelling(s);
- are not constructed in colorbond or any other metal material;
- face the street or public open space reserve; and
- have an untreated finish although timber may be stained ("sage" green is the preferred colour)

9.4 Side and rear fences between building lots but not including boundaries facing public areas, may be erected provided such fences:-
- are not erected forward of the front building face including any side street; except for courtyard fencing as provided in Cl.9.3
- have a height of between 1.5 and 1.8 metres.
- if constructed in timber, the fence may be stained ("sage" green is the preferred colour);
- shall not be constructed in colorbond unless colorbonded both sides and capped.

9.5 Where fences are provided by the developer, these shall not be removed or replaced except by a fence of the same materials and design.

10. **Requirements of Other Authorities**

10.1 Not withstanding the above, conditions of the Building Codes of Australia as administered by the Albury City Council and any other requirements for other authorities, shall apply. It is necessary to obtain building permits from Council prior to the commencement of any building.

10.2 It is a requirement of Albury City Council that adequate consideration must be given to environmentally sensitive design of all buildings in order to provide for the retention, where possible, of suitable trees on each individual allotment.
Consultation with Albury City staff in this regard is recommended.

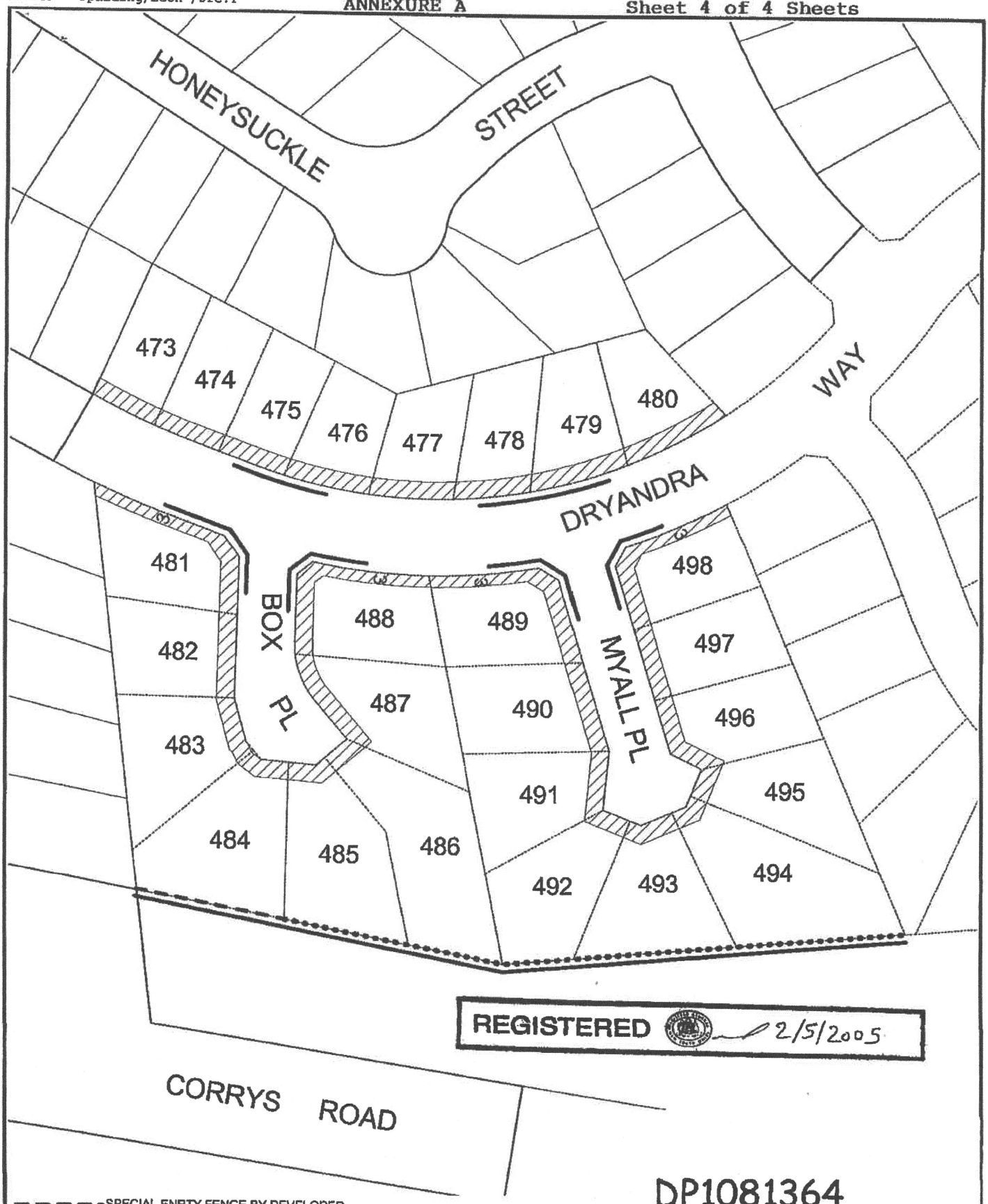
10.3 It is a further requirement that no dwelling may be erected upon an allotment without adequate bush fire protection being carried out to the satisfaction of Albury City Council.



DP1081364

ANNEXURE A






REGISTERED 2/5/2005

DP1081364

- SPECIAL ENRTY FENCE BY DEVELOPER
- 1.5m to 1.8m TREATED PINE 45deg. PALING FENCE & MESH FENCE BY DEVELOPER
- VEHICULAR ACCESS PROHIBITED
- 4.5m BUILDING SETBACK EXCEPT WHERE INDICATED

NOTE: THIS PLAN IS TO BE READ IN CONJUNCTION WITH THE ESTATE ENHANCEMENT PROVISIONS INTERPRETIVE CLAUSES

N

Scale 1: 1250

0 5 10 15 20 25 30 Meters

BLIS Reference: M798V1L1
File: 03-526
Prepared By: Mike Bydder
Date: 07/03/2005
Amendments:

PRODUCED BY: BORDER LAND INFORMATION SYSTEM

ALBURY WODONGA DEVELOPMENT CORPORATION ©

CORRYS WOOD STAGE 8A
ESTATE ENHANCEMENT
PROVISIONS PLAN

Plan Number: TH2.3/049/3 A4

**Parcel Number:** 42313
**Your Reference:** 5268 Matthews

# PLANNING CERTIFICATE

Section 10.7(2)
Certificate Number: 33422
Date Issued: 05/11/2021

Albury Conveyancing Service
448 Swift Street
ALBURY NSW 2640

**Subject Land**
LOT: 492 DP: 1081364
4 Myall Place THURGOONA NSW 2640

**Owner's Details**
D J Matthews & L C Matthews
78 Honeyeater Circuit
THURGOONA NSW 2640

## 1. Names of relevant planning instruments and DCPs

*The name of:*

| | | |
|---|---|---|
| (1) | each environmental planning instrument that applies to the carrying out of development on the land. | **Albury Local Environmental Plan 2010 (Gazetted 13/8/2010)**<br>The consolidated *Albury Local Environmental Plan 2010* is the principal statutory planning document prepared by Council to guide planning decisions for the Albury Local Government area.<br>An electronic version is available at: www.alburycity.nsw.gov.au<br>**State Environmental Planning Policies** – Refer to Appendix 'B' |
| (2) | 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 Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved). | None apply |
| (3) | each development control plan that applies to the carrying out of development on the land. | **Albury Development Control Plan 2010 (Adopted 13/08/2010)**<br>The *Albury Development Control Plan 2010* contains detailed planning controls that set out the guidelines and considerations against which development proposals can be consistently measured and assessed for determination purposes for the Albury Local Government Area.<br>An electronic version is available at: www.alburycity.nsw.gov.au |
| **Note:** In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument. | | |

## 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):*

T 02 6023 8111
F 02 6023 8190
info@alburycity.nsw.gov.au
alburycity.nsw.gov.au
PO Box 323
553 Kiewa Street
Albury NSW 2640
ABN 92 965 474 349

| | | |
|---|---|---|
| (a) | the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"), | ***R1 - General Residential Zone*** |
| (b) | the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent, | Refer to Appendix 'A' |
| (c) | the purposes for which the instrument provides that development may not be carried out within the zone except with development consent, | All development (construction and/or use) in this zone requires approval (development consent or complying development certificate) unless it is prohibited or, if listed as Exempt Development in State Environmental Planning Policy (Exempt & Complying Development Codes) 2008 or where relevant in Clause 3.1 of Albury LEP 2010 (Refer to Appendix A)<br>The demolition of all houses and most buildings or structures on the land require development consent unless it is Exempt Development. |
| (d) | the purposes for which the instrument provides that development is prohibited within the zone, | Refer to Appendix 'A' |
| (e) | whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed, | This land is subject to the planning provisions of clause 4.1-Minimum Subdivision Lot Size of the Albury Local Environment Plan 2010 and the relevant requirements of the Albury Development Control Plan 2010. |
| (f) | whether the land includes or comprises critical habitat | None apply |
| (g) | whether the land is in a conservation area (however described), | None apply |
| (h) | whether an item of environmental heritage (however described) is situated on the land. | None apply |

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

*To the extent that the land is within any zone (however described) under:*

| | | |
|---|---|---|
| (a) | Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (the 2006 SEPP), or | None apply |
| (b) | a Precinct Plan (within the meaning of the 2006 SEPP), | None apply |
| (c) | a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act, | None apply |
| the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires). | | |

**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), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and* | **Housing Code**<br>Complying Development may be carried out on the land under the Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development |

| | |
|---|---|
| *Complying Development codes) 2008.*<br><br>(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), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.<br><br>(3) If the council does not have sufficient information to ascertain the extend to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. | Codes) 2008.<br>**Rural Housing Code**<br>Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.<br>**Low Rise Housing Diversity Code**<br>Complying Development may be carried out on the land under the Low Rise Housing Diversity Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.<br>**Greenfield Housing Code**<br>Complying Development may not be carried out under the Greenfield Housing Code as the subject land is not within the designated Greenfield Housing Code Area.<br>**Inland Code**<br>Complying Development may be carried out on the land under the Inland Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.<br>**Housing Alterations Code**<br>Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.<br>**General Development Code**<br>Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.<br>**Demolition Code**<br>Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.<br>**Commercial and Industrial Alterations Code**<br>Complying Development may be carried out on the land under the Commercial and Industrial Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.<br>**Container Recycling Facilities Code**<br>Complying Development may not be carried out |

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| | |
|---|---|
| | under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.<br>**Subdivision Code**<br>Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.<br>**Commercial and Industrial (New Building and Additions) Code**<br>Complying Development may not be carried out under the Commercial & Industrial (New Buildings and Additions) Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.<br>**Fire Safety Code**<br>Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. |
| **Disclaimer:** This certificate only addresses matters raised in Clause 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court. | |

**4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

| | |
|---|---|
| In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act). | None apply |
| **Note:** "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993.* | |

**5. Mine subsidence**

| | |
|---|---|
| Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*. | This land is not proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017.* |

**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 | The land is not in close proximity to the ring road.<br>The land is not affected by road widening or road re-alignment under Divison 2 or Part 3 of the Roads Act 1993 or a resolution by AlburyCity Council. |
| (b) | any environmental planning instrument, or | |
| (c) | any resolution of the council. | |

**7. Council and other public authority policies on hazard risk restrictions**

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F 02 6023 8190
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*Whether or not the land is affected by a policy:*

| |
|---|
| (a) adopted by the council, or<br>(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,<br>that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding). |
| None apply |

**7A. Flood related development controls information**

| | |
|---|---|
| (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.<br>(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls. | |
| None apply | |
| (3) In this clause -<br>***flood planning area*** has the same meaning as in the Floodplain Development Manual.<br>***Floodplain Development Manual*** means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005<br>***probable maximum flood*** has the same meaning as in the Floodplain Development Manual. | None apply |

**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. | None apply |

**9. Contributions plans**

*The name of each contribution plan applying to the land.*

| |
|---|
| **Section 94 Development Servicing Plan,** March 2005 as amended<br>This plan details charges to be levied on development, lodged prior to 30 June 2014. |
| **Section 64 Development Servicing Plan,** July 2004 as amended<br>This plan details charges to be levied on development, lodged prior to 30 June 2014. |
| **Albury Infrastructure Contributions Plan 2014**<br>This plan details the Local Infrastructure Contributions, including Section 64 contributions, Section 7.11 (formerly Section 94) contributions or Section 7.12 (formerly Section 94A contributions), to be levied on development and complying development lodged from 1 July 2014, to meet the cost of new and upgraded Local Infrastructure, Water and Wastewater Management Works.<br>The *Albury Infrastructure Contributions Plan 2014* is available to view on Council's website: www.alburycity.nsw.gov.au |

**9A. Biodiversity certified land**

| |
|---|
| If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect. |
| Yes, applies. The Minister of Climate Change and the Environment has by Order Conferring biodiversity certification on the Albury Local Environmental Plan 2010 (except where amended by Biodiversity Certification of Environmental Planning Instruments Order 2017 dated 21 November 2017) conferred Biodiversity Certification on the subject land on 16 February 2011. Biodiversity Certification takes effect from the date of publication of this Order in the Government Gazette, being 25 February 2011, and shall remain in force for a period of 10 years from that date. |
| **Note:** Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016.* |

**10. Biodiversity stewardship sites**

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| | |
|---|---|
| If the land is biodiversity stewardship site under the biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage). | None that Council is aware of. |
| **Note:** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016.* | |

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

| | |
|---|---|
| If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013,* a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section). | None that Council is aware of. |

**11. Bush fire prone land**

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

**12. Property vegetation plans**

| | |
|---|---|
| If the land is land to which a property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act). | None apply |

**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). | None that Council is aware of. |

**14. Directions under Part 3A**

| | |
|---|---|
| If there is a direction by the Minister in force under section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect. | None apply |

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

| | |
|---|---|
| If the land is land to which *State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004* applies:<br>(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:<br>(i) the period for which the certificate is current, and<br>(ii) that a copy may be obtained from the head office of the Department, and<br>(b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land. | None apply |

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

| | |
|---|---|
| A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:<br>(a) the period for which the certificate is valid, and<br>(b) that a copy may be obtained from the head office of the Department. | None that Council is aware of. |

AlburyCity

**17. Site compatibility certificates and conditions for affordable rental housing**

| | | |
|---|---|---|
| (1) | A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:<br>(a) the period for which the certificate is current, and<br>(b) that a copy may be obtained from the head office of the Department. | None that Council is aware of. |
| (2) | A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition 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. | None apply |
| (2) | The date of any subdivision order that applies to the land. | |
| (3) | Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation. | |

**19. Site verification certificates**

| | | |
|---|---|---|
| A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include: | | None that Council is aware of. |
| (a) | the matter certified by the certificate, and<br>**Note:** A site verification certificate sets out the Planning Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of *State Environmental Planning Policy (Mining Petroleum Production and Extractive Industries) 2007*. | |
| (b) | the date on which the certificate ceases to be current (if any) and | |
| (c) | that a copy may be obtained from the head office of the Department. | |

**20. Loose-fill asbestos insulation**

If the land includes 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, a statement to that effect.

None apply

**Information regarding loose-fill asbestos insulation**

Some residential homes located in the AlburyCity area have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains the Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, health risks (if any) this may pose for the building's occupants.

Contact NSW Fair Trading for further information.

**21. Affected building notices and building product rectification orders**

| | | |
|---|---|---|
| (1) | A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land. | None that Council is aware of. |
| (2) | A statement of:<br>(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and<br>(b) whether any notice of intention to make a building product rectification | |

| | | |
|---|---|---|
| | order of which the council is aware has been given in respect of the land and is outstanding.<br>(3) In this clause:<br>***affected building notice*** has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017.*<br>***building product rectification order*** has the same meaning as in the *Building Products (Safety) Act 2017.* | |

**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 land within the meaning of that Act-if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued, | None apply |
| (b) | that the land to which the certificate relates is subject to a management order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued, | None apply |
| (c) | that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act-if it is the subject of such an approved proposal at the date when the certificate is issued, | None apply |
| (d) | that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued, | None apply |
| (e) | that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act-if a copy of such a statement has been provided at any time to the local authority issuing the certificate. | None apply |
| **Contaminated Land:** The council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted. | | |

**NOTATIONS:**

**Threatened Species**
None apply

**Other Development Constraints**
None apply

T 02 6023 8111
F 02 6023 8190
info@alburycity.nsw.gov.au
alburycity.nsw.gov.au

PO Box 323
553 Kiewa Street
Albury NSW 2640
ABN 92 965 474 349

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**GENERAL COMMENTS**
See Appendix A for the objectives of the zones affecting the subject land.

Planning Instruments and the *Albury Development Control Plan 2010* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.

*Albury Development Control Plan 2010* complements the provisions *of Albury Local Environmental Plan 2010* and contains the detailed planning provisions relating to development standards and guidelines which will be considered by Council when assessing a development application.

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

The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a *Regional Environmental Plan*, *State Environmental Planning Policy, Albury Local Environmental Plan 2010* or *Albury Development Control Plan 2010*. In these circumstances any such covenant, agreement or instrument may be overwritten under clause 1.9A of the *Albury Local Environmental Plan 2010*.

David Christy
**Service Leader City Development**
**Infrastructure, Planning and Environment**

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**APPENDIX 'A' to the PLANNING CERTIFICATE**

**R1 – GENERAL RESIDENTIAL ZONE**

**Land Use Table**

1. **Objectives of the R1 General Residential Zone**

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage affordable housing.
- To encourage medium density housing that is designed to achieve a high standard of amenity.

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; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Helipads; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Sewage reticulation systems; Shop top housing; Tank-based aquaculture; Water recycling facilities; Any other development not specified in item 2 or 4.

4. **Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Emergency services facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Marinas; Mooring pens; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewerage systems; Sex services premises; 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 treatment facilities; Wharf or boating facilities; Wholesale supplies.

**Development in the R1 General Residential Zone**

*State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (Codes SEPP) and Clause 3.1 of the Albury LEP 2010 allows certain types of development, known as "Exempt Development" to be undertaken generally without development consent on the subject property. Please visit the NSW Planning Portal for more information https://www.planningportal.nsw.gov.au/ .

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F 02 6023 8190
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## APPENDIX 'B' to the PLANNING CERTIFICATE

Full copies of each State Environmental Planning Policy are available online at NSW Legislation website.

**ADVERTISING AND SIGNAGE - State Environmental Planning Policy No 64**
*(Gazetted 16 March 2001)*
Ensures that signage is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations, is of high quality design and finish and to provide time-limited consents for the display of certain advertisements.

**AFFORDABLE HOUSING (REVISED SCHEMES) – State Environmental Planning Policy No 70**
*(Gazetted 31 May 2002)*
Identifies that there is a need for affordable housing across the whole of the State. The policy describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing.

**AFFORDABLE RENTAL HOUSING – State Environmental Planning Policy 2009**
*(Gazetted 31 July 2009)*
Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

**BUILDING SUSTAINABILITY INDEX - BASIX - State Environmental Planning Policy 2004**
*(Gazetted 25 June 2004)*
Encourages sustainable residential development

**CANAL ESTATE DEVELOPMENT- State Environmental Planning Policy No 50**
*(Gazetted 10 November 1997)*
Ensures that Canal Estate Development shall not be carried out throughout the State.

**CARAVAN PARKS** - **State Environmental Planning Policy No 21**
*(Gazetted 24 April 1992)*
Guidelines for the establishment of caravan parks and provisions for long term leases of caravan park sites.

**DESIGN QUALITY OF RESIDENTIAL APARTMENT DEVELOPMENT - State Environmental Planning Policy No 65**
*(Gazetted 26 July 2002)*
Aims to improve the design quality of residential flat development in New South Wales. The policy seeks to achieve sustainable development, better built form and aesthetics, better satisfy increasing demand, maximise amenity, safety and security for the benefit of occupants and the wider community, minimise the consumption of energy from non-renewable resources and to conserve the environment and to reduce greenhouse gas emissions.

**EDUCATIONAL ESTABLISHMENTS AND CHILD CARE FACILITIES - State Environmental Planning Policy 2017**
*(Gazetted 1 September 2017)*
Facilitates the effective delivery of educational establishments and early education and care facilities across the State.

**EXEMPT & COMPLYING DEVELOPMENT CODE - State Environmental Planning Policy 2008**
*(Gazetted 12 December 2008) as amended*
Provides streamlined assessment processes for development that complies with specified development standards.

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**HAZARDOUS AND OFFENSIVE DEVELOPMENT** - **State Environmental Planning Policy No 33**
*(Gazetted 13 March 1992)*
Guidelines for the assessment of hazardous or offensive industries and offensive storage establishments.

**HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY - State Environmental Planning Policy 2004**
*(Gazetted 31 March 2004)*
Encourages the development of high quality accommodation for our ageing (over 55) population and for people with disabilities, and that housing is compatible with the local neighbourhood.

**INFRASTRUCTURE – State Environmental Planning Policy 2007**
*(Gazetted 21 December 2007)*
Facilitates the effective delivery of infrastructure across the state.

**MANUFACTURED HOME ESTATES - State Environmental Planning Policy No 36**
*(Gazetted 16 July 1993)*
Defines where Manufactured Home Estates (MHEs) may be permitted and establishes criteria for the granting of development consent to these estates.

**MINING, PETROLEUM PRODUCTION AND EXTRACTIVE INDUSTRIES - State Environmental Planning Policy 2007**
*(Gazetted 16 February 2007)*
Aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State as well as establishing appropriate planning controls to encourage ecologically sustainable development.

**MURRAY REGIONAL ENVIRONMENTAL PLAN No 2 – Riverine Land – deemed State Environmental Planning Policy**
*(Gazetted 31 March 1994)*
Aims to conserve and enhance the riverine environment of the River Murray for the benefit of all users. The objectives of the policy are to ensure that appropriate consideration is given to development with the potential to adversely affect the riverine environment of the River Murray, and to establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray, and to conserve and promote the better management of the natural and cultural heritage values of the riverine environment of the River Murray.

**PRIMARY PRODUCTION AND RURAL DEVELOPMENT - State Environmental Planning Policy 2019**
*(Gazetted 28 February 2019)*
Facilitates the orderly economic use and development of lands for primary production through reducing land use conflict and sterilisation of rural land by balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources. The policy identifies State significant agricultural land for the purpose of ensuring the ongoing viability of agriculture on that land and to encourage sustainable agriculture, including sustainable aquaculture.

**REMEDIATION OF LAND - State Environmental Planning Policy No 55**
*(Gazetted 28 August 1998)*
Promotes the remediation of contaminated land for the purpose of reducing the risk of harm to human health or the environment. The policy aims to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

**STATE AND REGIONAL DEVELOPMENT – State Environmental Planning Policy 2011**
*(Gazetted 28 September 2011)*
Identifies development that is state significant development, state significant infrastructure and critical state significant infrastructure.

**STATE SIGNIFICANT PRECINCTS - State Environmental Planning Policy 2005**
*(Gazetted 25 May 2005)*
Aims to facilitate the development, redevelopment or protection of important urban and regional sites of economic, environmental or social significance to the State so as to facilitate the orderly use, development or conservation of those State significant precincts for the benefit of the State.

**VEGETATION IN NON-RURAL AREAS – State Environmental Planning Policy 2017**
*(Gazetted 25 August 2017)*
Aims to protect the biodiversity values and amenity of non-rural areas of the State through the preservation of trees and other vegetation.

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# AlburyCity
## Plan of House Drainage

PF 42313
20.2010.27352.1

Date: 1/5/10

Record/
~~Drainage Plan No~~: 1
(Office Use Only)

Lot No: 492 House No: 4

Approval No: 10.2008-28737.1

Address of Property: LOT 492 MYALL PLACE

User Code: 1

Suburb: THURGOONA

Junction about: 46M metres
from downstream -

Licence No: L9643

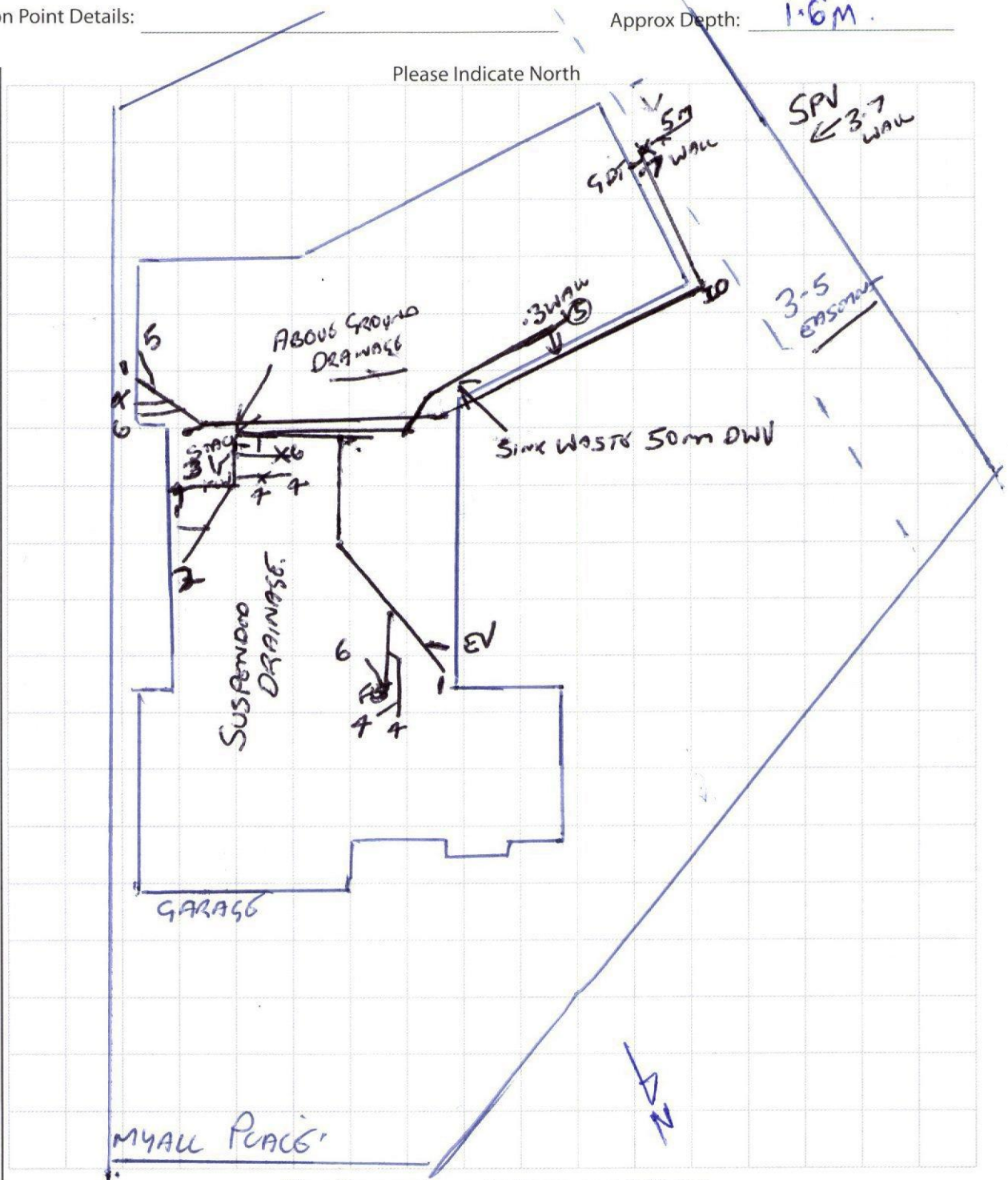
MH No: T1001

Sewer Connection Point Details:

Approx Depth: 1.6M.

| | |
|---|---|
| B....Bend | |
| BT....Boundary Trap | |
| CIP.... Cast Iron Pipe | |
| DT....Disconnector Trap | |
| EV....Educt Vent | |
| ORG....Overflow Relief Gully | |
| GST.... Gully Silt Trap | |
| GT....Gully Trap | |
| GRT....Grease Trap | |
| IB....Inspection Bend | |
| IJ....Inspection Junction | |
| IP....Inspection Pipe | |
| IV....Induct Vent | |
| MH....Manhole | |
| PVC...PVC | |
| RA....Rodding Access | |
| SPV.... Standard Property Vertical | |
| SVP....Soil Vent Pipe | |
| VS....Vented Stack | |
| V....Vertical | |
| VCP....Vitrified Clay Pipe | |
| WC. | 1 |
| Tubs. | 2 |
| Bath. | 3 |
| Basin. | 4 |
| Sink. | 5 |
| Shower. | 6 |
| Urinal. | 7 |
| ..... | 8 |
| ..... | 9 |
| ..... | 10 |

Please Indicate North



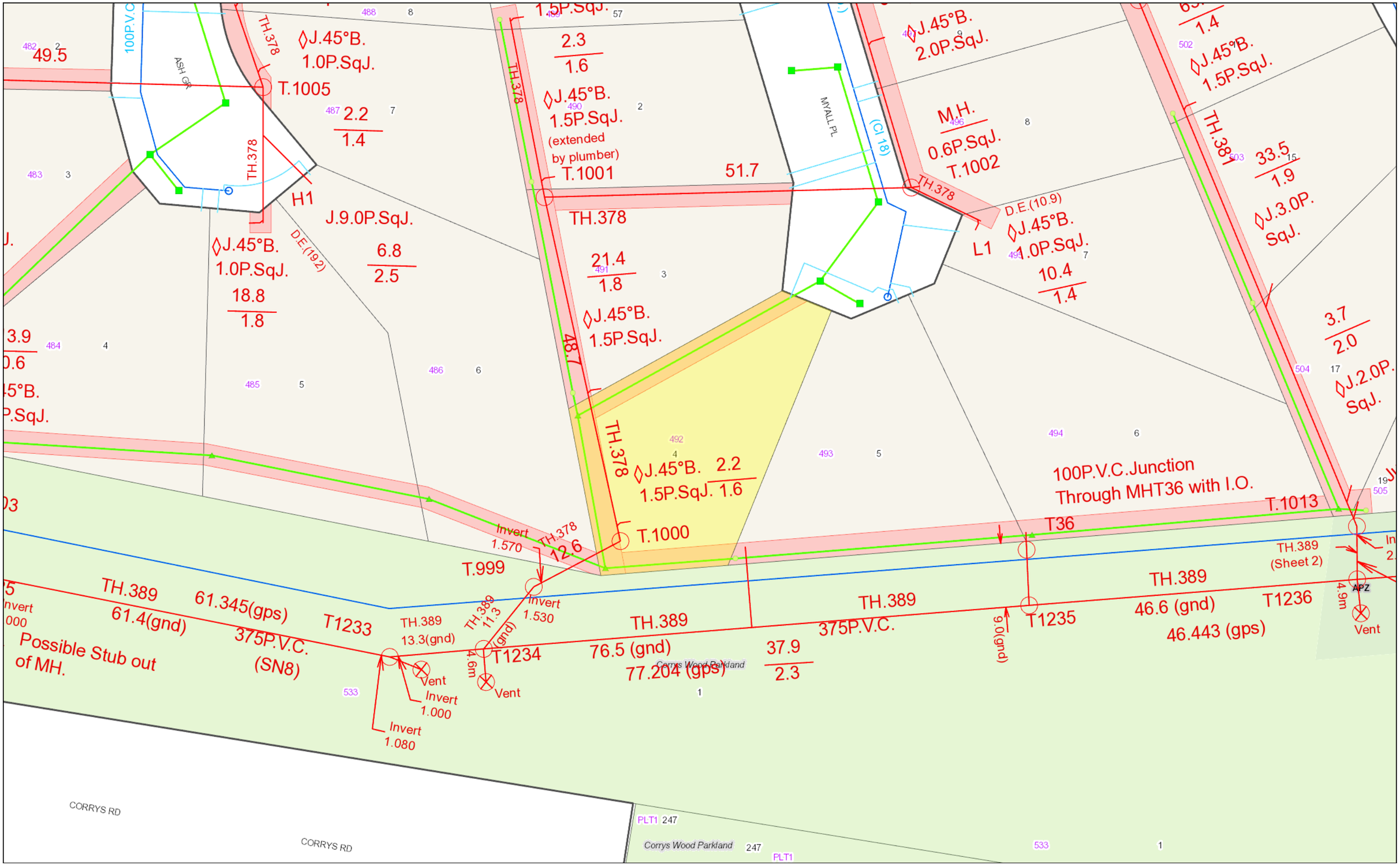

AlburyCity cannot guarantee the accuracy of this plan.

Plan drawn and submitted by licensed drainer/plumber

Name: PETER LARKIN
(Print Please)

Signature:

AlburyCity Customer Service Centre
Ph: (02) 6023 8111




Stormwater - GIS | Stormwater - CAD | Water Raw | Water Private | Water Reticulation System | Water Service Connections | Sewer Private | Sewer Junction | Sewer

DISCLAIMER
Whilst all care has been taken in the preparation of this cadastral base map, AlburyCity accepts no responsibility for the accuracy of any information shown. Users should rely on their own enquiries in order to validate information shown on this map.
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MAP GRID AUSTRALIA, ZONE 55
TRANSVERSE MERCATOR PROJECTION
HORIZONTAL DATUM: GEODETIC DATUM AUSTRALIA 1994
VERTICAL DATUM: AUSTRALIAN HEIGHT DATUM 1972

# Water, Sewer & Stormwater Details

| | |
|---|---|
| SCALE: | 1:500 @ A3L |
| GENERATED BY: | jennyro |
| DATE: | Nov 5, 2021, 8:26 AM |

4 Myall Place

Metres 10 20 30

AlburyCity