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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Rudy Yonson Real Estate** **885 Mate Street, North Albury, NSW 2640**	**Phone: 02 6040 6818** **Fax: 02 6040 6819** **Ref: Rudy Yonson**
co-agent		
vendor	**Samuel Jacob Strelec and Cassie Maree Strelec** **25 Neptune Drive, Lavington, NSW 2641 and 16 Squirrel Glider Drive, Thurgoona, NSW 2640**	
vendor's solicitor	**Albury Conveyancing Service** **448 Swift Street, Albury NSW 2640** **PO Box 7155, Albury NSW 2640**	**Phone: 02 6021 5700** **Email: shellie@alburyconveyancing.com.au** **Fax: 02 4044 0102** **Ref: SG:5444**
date for completion	**42nd day after the contract date**	(clause 15)
land (address, plan details and title reference)	**16 Squirrel Glider Drive, Thurgoona, New South Wales 2640** **Registered Plan: Lot 55 Plan DP 1092987** **Folio Identifier 55/1092987**	
	☐ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ blinds	☒ dishwasher	☒ light fittings	☐ stove
	☒ built-in wardrobes	☒ fixed floor coverings	☒ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☒ solar panels	☒ TV antenna
	☒ curtains and ceiling fan	☒ other: gas hot plates, electric oven, storage shed, remote for garage		
exclusions				
purchaser				
purchaser's solicitor				
price				
deposit	_____		(10% of the price, unless otherwise stated)	
balance				
contract date			(if not stated, the date this contract was made)	

buyer's agent

vendor	**GST AMOUNT** (optional) The price includes GST of: $	**witness**
purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares		**witness**

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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.**

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, 1/11th 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 – • issued by a *bank* and drawn on itself; or • 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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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Special Conditions forming part of this Contract

Between:	**Samuel Jacob Strelec and Cassie Maree Strelec**	(Vendor/s)
and:		(Purchaser/s)
in relation to:	**16 Squirrel Glider Drive, Thurgoona 2640**	(Property Address)

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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:	5444 Deposit

44. Covid-19 (Coronavirus)

44.1 This Clause applies whilst ever the Federal, State or Local Government area in which the dwelling is situated, is managing the Covid-19 outbreak as a Health Emergency or a State Emergency is declared by the Government:

44.1.1 In the event any party to the contract is required to undertake self-isolation or is quarantined and/or admitted to hospital the affected party will notify the other party immediately.
44.1.2 If completion does not take place by the completion date as provided for in Clause 15 as a result of clause 44.1.1 then the completion date is extended by 21 days.

Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 55/1092987

SEARCH DATE	TIME	EDITION NO	DATE
28/1/2022	9:22 AM	5	2/9/2018

LAND

LOT 55 IN DEPOSITED PLAN 1092987
AT THURGOONA
LOCAL GOVERNMENT AREA ALBURY CITY
PARISH OF MUNGABARINA COUNTY OF GOULBURN
TITLE DIAGRAM DP1092987

FIRST SCHEDULE

SAMUEL JACOB STRELEC
CASSIE MAREE STRELEC
AS JOINT TENANTS (T AM90258)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 DP1086367 EASEMENT TO DRAIN WATER 3 METRES WIDE DESIGNATED E3
AFFECTING THE PART(S) OF THE LAND ABOVE DESCRIBED
SHOWN SO BURDENED IN THE TITLE DIAGRAM
2 DP1092987 RESTRICTION(S) ON THE USE OF LAND
3 AM90259 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Provided on 28/01/2022 08:21 AM 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.

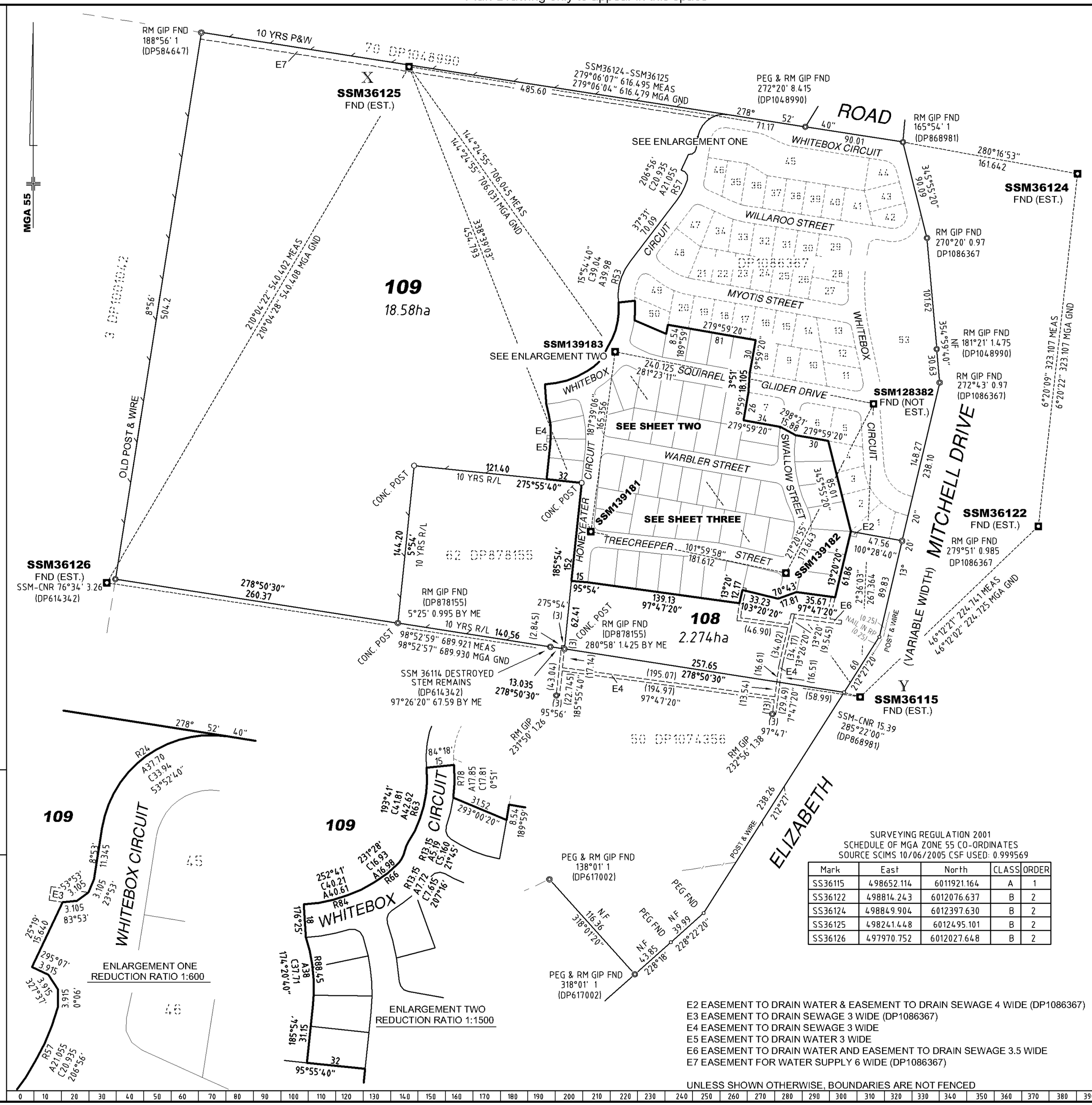
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SIGNATURES, AND SEALS ONLY

FOR SIGNATURES, SEALS AND CERTIFICATES SEE SIGNATURES FORM



SURVEYING REGULATION 2001
SCHEDULE OF MGA ZONE 55 CO-ORDINATES
SOURCE SCIMS 10/06/2005 CSF USED: 0.999569

Mark	East	North	CLASS	ORDER
SS36115	498652.114	6011921.164	A	1
SS36122	498814.243	6012076.637	B	2
SS36124	498849.904	6012397.630	B	2
SS36125	498241.448	6012495.101	B	2
SS36126	497970.752	6012027.648	B	2

E2 EASEMENT TO DRAIN WATER & EASEMENT TO DRAIN SEWAGE 4 WIDE (DP1086367)
E3 EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1086367)
E4 EASEMENT TO DRAIN SEWAGE 3 WIDE
E5 EASEMENT TO DRAIN WATER 3 WIDE
E6 EASEMENT TO DRAIN WATER AND EASEMENT TO DRAIN SEWAGE 3.5 WIDE
E7 EASEMENT FOR WATER SUPPLY 6 WIDE (DP1086367)

UNLESS SHOWN OTHERWISE, BOUNDARIES ARE NOT FENCED

DP1092987

Registered: 14-02-2006
C.A. : SEE CERTIFICATE
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: 8225-1-N
Last Plan: DP1086367

PLAN OF SUBDIVISION

OF LOT 54 IN DP1086367 & CREATION OF EASEMENT OVER LOT 50 IN DP1074356 & LOT 62 IN DP878155.

Lengths are in metres Reduction Ratio 1:2500

LGA: ALBURY
LOCALITY: THURGOONA
PARISH: MUNGABARINA
COUNTY: GOULBURN

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

Surveying Regulation, 2001
I, BRUCE DONALD WALPOLE
of 482 Macauley Street, Albury NSW 2640 P: 02 6021 2233
a surveyor registered under the Surveying Act 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2001 and

was completed on 10/6/2005

The survey relates to LOTS 51 - 109
(here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Datum Line: X - Y SEE SIGNATURES FORM
Zone: Urban/~~Rural~~ (Signature).....
Surveyor Registered under the Surveying Act, 2002

Plans used in preparation of Survey/Compilation
DP1086367, DP614312, DP617002, DP868981, DP878155, DP1048990, DP1074356

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 SEWAGE 3 WIDE
2. EASEMENT TO DRAIN WATER 3 WIDE
3. EASEMENT TO DRAIN WATER AND EASEMENT TO DRAIN SEWAGE 3.5 WIDE
4. RESTRICTION ON USE OF LAND

TO RELEASE:
1. RIGHT OF CARRIAGEWAY 10 WIDE (DP878155)

IT IS INTENDED TO DEDICATE WHITEBOX CIRCUIT, SQUIRREL GLIDER DRIVE, SWALLOW STREET, WARBLER STREET, TREECREEPER STREET AND HONEYEATER CIRCUIT AS PUBLIC ROAD

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

*(Insert 'subdivision' or 'new road')

SEE SIGNATURES FORM .....

*Authorised Person/General Manager/Accredited Certifier
Consent Authority:.....ALBURY CITY COUNCIL
Date of Endorsement:.....17 OCTOBER 2005
Accreditation no:.....
Subdivision Certificate no:.....3984
File no:.....314.77

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: 3175 1.2

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R815996 /Doc:DP 1092987 P /Rev:15-Feb-2006 /Sts:SC.OK /Pgs:ALL /Prt:02-Jun-2016 10:12 /Seq:1 of 5
Ref: /Src:X

E1 EASEMENT TO DRAIN WATER AND EASEMENT TO DRAIN SEWAGE 3.5 WIDE (DP1086367)
E3 EASEMENT TO DRAIN WATER 3 WIDE (DP1086367)
E4 EASEMENT TO DRAIN SEWAGE 3 WIDE
E5 EASEMENT TO DRAIN WATER 3 WIDE

MGA 55

CIRCUIT 15 WIDE
HONEYEATER CIRCUIT 15 WIDE
SQUIRREL GLIDER 18 WIDE DRIVE
WHITEBOX (18 WIDE)
WARBLER 15 WIDE STREET
SWALLOW 15 WIDE STREET

SSM139183
SSM128382
SSM139181

51 701m²
52 630m²
53 600m²
54 600m²
55 600m²
56 640m²
57 640m²
58 640m²
59 640m²
60 649m²
61 707m²
62 561m²
63 482m²
64 584m²
65 595m²
66 640m²
67 632m²
68 600m²
69 600m²
70 600m²
71 600m²
72 600m²
73 647m²
74 618m²
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SHEET THREE ADJOINS

Req:R815996 /Doc:DP 1092987 P /Rev:15-Feb-2006 /Sts:SC.OK /Pgs:ALL /Prt:02-Jun-2016 10:12 /Seq:2 of 5
Ref: /Src:X

DP1092987

Registered: 14-02-2006

This is sheet 2 of my plan in 3 sheets

Dated: 10/6/2005

SEE SIGNATURES FORM

Surveyor registered under the Surveying Act, 2002

This is sheet 2 of my plan of 3 sheets covered by subdivision certificate No. 3984 of 17/10/2005

SEE SIGNATURES FORM

Authorised Person/General Manager/Accredited Certifier

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

* OFFICE USE ONLY

REDUCTION RATIO 600

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 3175 1.2

PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

e-plan

02-Jun-2016 10:12 /Doc:DP 1092987 P /Rev:15-Feb-2006 /Sts:SC.OK /Pgs:ALL /Prt:02-Jun-2016 10:12 /Seq:3 of 5
Ref: /Src:X

SHEET TWO ADJOINS

DP1092987

Registered: 14-02-2006

This is sheet 3 of my plan in 3 sheets

Dated: 10/6/2005

SEE SIGNATURES FORM

Surveyor registered under the Surveying Act, 2002

This is sheet 3 of my plan of 3 sheets covered by subdivision certificate No. 3984 of 17/10/2005

SEE SIGNATURES FORM

Authorised Person/General Manager/Accredited Certifier

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

* OFFICE USE ONLY

MGA 55

SSM128382

SSM139183 101°23'11" 240.125

SSM139183 187°39'06" 165.356

RM DH&W'S FND 291°18' 4.025 282°59' 11.155 (DP1086367)

118°21' 15.88

WARBLER STREET 15 WIDE

SWALLOW STREET 15 WIDE

HONEYEATER CIRCUIT 15 WIDE

TREECREEPER 15 WIDE

SSM139181

SSM139182

RM DH&W'S 180°27' 3.915 185°25' 11.18

RM DH&W'S 200°02' 3.935 193°14' 11.175

RM DH&W'S 109°53' 4.045 100°33' 11.10

RM DH&W'S 98°15' 3.875 96°37' 11.075

RM DH&W'S 237°15' 5.38 210°27' 11.59

RM DH&W'S 279°13' 3.93 280°55' 11.115

RM DH&W'S 274°27' 4.11 260°45' 11.165

RM SSM 85°12' 8.095

RM SSM 272°16' 8.025

61	693m²	75
60	730m²	76
59	706m²	77
58	786m²	78
57	713m²	99
56	713m²	98
74	725m²	97
73	745m²	96
72	698m²	95
71	617m²	94
70	627m²	93
69	662m²	92
68	695m²	91
67	796m²	90
62	626m²	89
63	660m²	88
64	878m²	79
65	576m²	80
66	576m²	81
	576m²	82
	576m²	83
	576m²	84
	576m²	85
	576m²	86
	638m²	87
	793m²	107
	680m²	106
	691m²	105
	704m²	104
	727m²	103
	677m²	102
	679m²	101
	751m²	100

E2 EASEMENT TO DRAIN WATER AND EASEMENT TO DRAIN SEWAGE 4 WIDE (DP1086367)
E4 EASEMENT TO DRAIN SEWAGE 3 WIDE
E5 EASEMENT TO DRAIN WATER 3 WIDE
E6 EASEMENT TO DRAIN WATER AND EASEMENT TO DRAIN SEWAGE 3.5 WIDE

REDUCTION RATIO 600

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 3175 1.2

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 54 IN DP 1086367 & CREATION OF EASEMENT OVER LOT 50 IN DP1074356 & LOT 62 IN DP878155.

* DP1092987

* **Registered:** 14-02-2006

* OFFICE USE ONLY

Surveying Regulation, 2001

I, Bruce Donald Walpole
of 482 Macauley Street,
Albury NSW 2640 P:02 60212233
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: 10//6/2005

The survey relates to Lots 51- 109
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *Dated:5/10/2005*
Surveyor registered under the Surveying Act, 2002

Datum Line: X-Y
Type: Urban

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

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
(insert 'subdivision' or 'new road')

.....
* Authorised Person/~~General Manager/Accredited Certifier~~

Consent Authority: Albury City Council
Date of Endorsement: 17th October 2005
Accreditation no: .....
Subdivision Certificate no: 3984
File no: 31477

* Delete whichever is inapplicable.

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create public reserves and drainage reserves.

It is intended to dedicate Whitebox Circuit, Squirrel Glider Drive, Swallow Street, Warbler Street, Treecreeper Street and Honeyeater Circuit as public road.

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.

WITNESS
MICHAEL BYDDER
620 MACAULEY STREET,
ALBURY NSW 2640

Signed at Sydney the 6th day of December 2005 For Commonwealth Bank of Australia ABN 48 123 123 124 by its duly appointed Attorney under Power of Attorney Book 4297 No 297

Witness

BEN SMITH RAELENE OLIVER
150 George St Parramatta

Use PLAN FORM 6A for additional certificates, signatures and seals

SURVEYOR'S REFERENCE: 3175 1.2

Req:R815996 /Doc:DP 1092987 P /Rev:15-Feb-2006 /Sts:SC.OK /Pgs:ALL /Prt:02-Jun-2016 10:12 /Seq:5 of 5
Ref: /Src:X

CERTIFICATES, SIGNATURES AND SEALS

PLAN OF SUBDIVISION OF LOT 54 IN DP 1086367 & CREATION OF EASEMENT OVER LOT 50 IN DP1074356 & LOT 62 IN DP878155.

* DP1092987 *

Registered: 14-02-2006

* OFFICE USE ONLY

Subdivision Certificate No: 3984 Date of Endorsement: 17th October 2005

DAVID CHARLES HOLROYD SEXTON

VIRGINIA SUSAN SEXTON

WITNESS
MICHAEL BYDDER
620 MACAULEY STREET,
ALBURY NSW 2640

WITNESS
MICHAEL BYDDER
620 MACAULEY STREET,
ALBURY NSW 2640

SURVEYOR'S REFERENCE: 3175 1.2

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.

e-plan
(Sheet 1 of 4 sheets)

Plan:

DP1092987

Plan of Subdivision of Lot 54 in DP 1086367 & Creation of Easement over Lot 50 in DP 1074356 & Lot 62 in DP 878155 covered by Subdivision Certificate No.3984

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 sewage 3 wide	56 to 66 inclusive, 72, 79 to 87 inclusive, 97, 100 to 107 inclusive, 108 and 109 Lot 50 in DP1074356 Lot 62 in DP878155	Albury City Council
2	Easement to drain water 3 wide	65, 68 to 72 inclusive, 90 to 96 inclusive, 101 and 109	Albury City Council
3	Easement to drain water and easement to drain sewage 3.5	88, 89, 97, 98, 99 and 108	Albury City Council
4	Restriction on Use of Land	Each lot except Lots 108 and 109	Each other lot except Lots 108 and 109

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.

e-plan

Plan:

DP1092987

Plan of Subdivision of Lot 54 in DP 1086367 & Creation of Easement over Lot 50 in DP 1074356 & Lot 62 in DP 878155 covered by Subdivision Certificate No.3984

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcels	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway 10 wide (DP878155)	54/1086367	62/878155

Part 2 (Terms)

1. Terms of restriction on use numbered 4 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 prescribed in the Mitchell Park Urban Design Guidelines and Mitchell Park Stage 1.2 Urban Design Control Plan (Plan No. TH3/033) both contained in Memorandum registered AB878000 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.

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.

e-plan

(Sheet 3 of 4 sheets)

Plan:

DP1092987

Plan of Subdivision of Lot 54 in DP 1086367 & Creation of Easement over Lot 50 in DP 1074356 & Lot 62 in DP 878155 covered by Subdivision Certificate No.3984

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 22nd **DAY OF** NOVEMBER **2005**

.....
Witness

MICHAEL BYDDER
620 MACAULEY STREET,
ALBURY NSW 2640

.....
Albury-Wodonga Development Corporation

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.

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.

e-plan
(Sheet 4 of 4 sheets)

Plan:

DP1092987

Plan of Subdivision of Lot 54 in DP 1086367 & Creation of Easement over Lot 50 in DP 1074356 & Lot 62 in DP 878155 covered by Subdivision Certificate No.3984

.....
Witness

MICHAEL BYDDER
620 MACAULEY STREET,
ALBURY NSW 2640

.....
Witness

MICHAEL BYDDER
620 MACAULEY STREET,
ALBURY NSW 2640

.....
Witness

.....
David Charles Holroyd Sexton

.....
Virginia Susan Sexton

.....
Commonwealth Bank of Australia

Signed at Sydney the 6th day of December 2005 For Commonwealth Bank of Australia ABN 48 123 123 124 by its duly appointed Attorney under Power of Attorney Book 4297 No 297

Witness

BEN SMITH RAELENE OLIVER
150 George St Parramatta

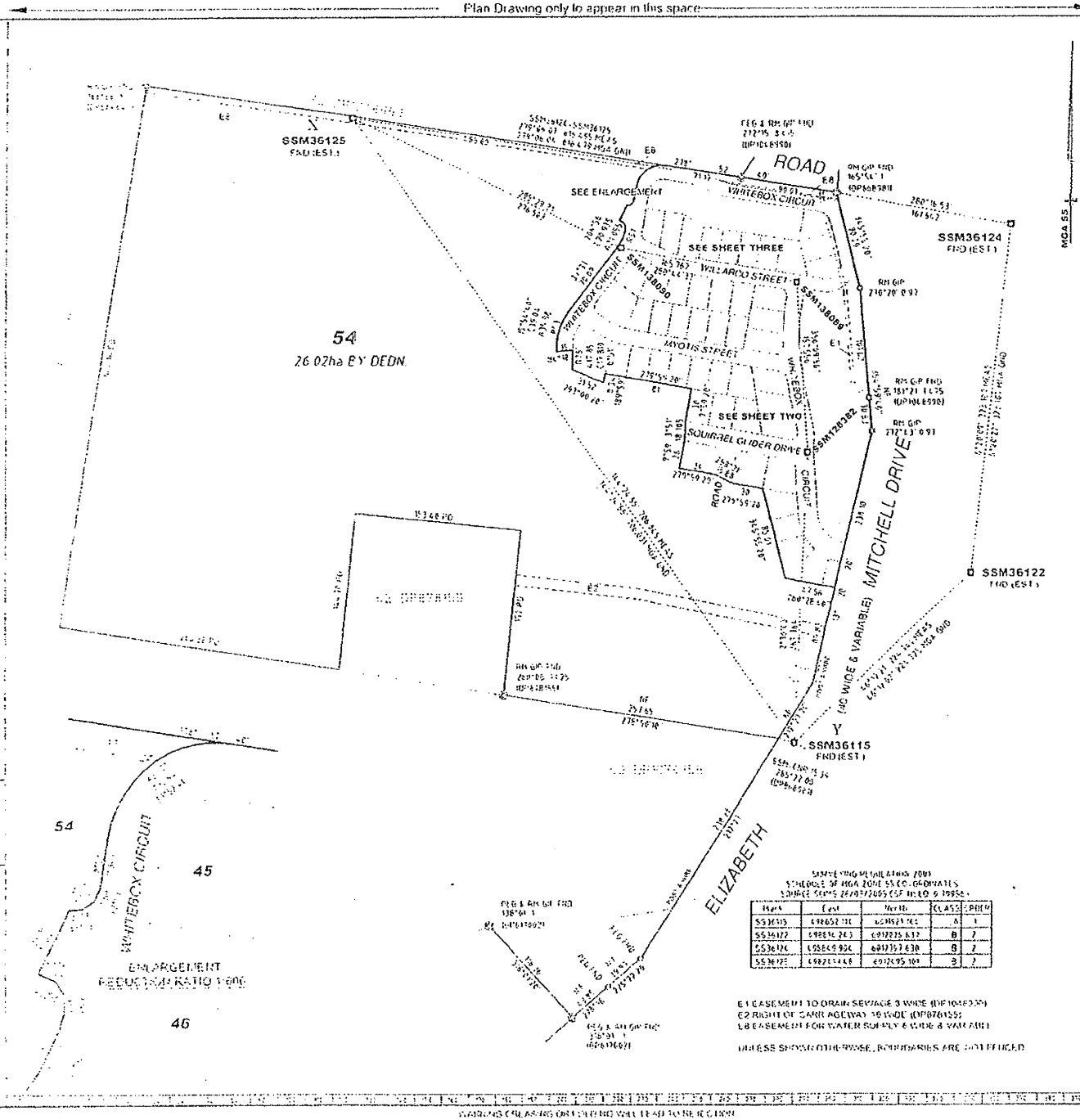
REGISTERED 14-02-2006

DP1086367

PLAN FORM 6 (APPROVED FORM 6) — Plan Drawing only to appear in this space — OFFICE USE OFFICE USE ONLY e-Plan

SIGNATURES AND SEALS ONLY

FOR SIGNATURES SEALS AND CERTIFICATES SEE SIGNATURES FORM



SURVEYING REGULATIONS 2001
STANDARD OF MGA ZONE 55 CO-ORDINATES
SOURCE SCIMS 28/07/2005 CSF RLUP 0.999564

Mark	East	North	CLASS	ORDER
SSM36115	498652.731	6019521.764	A	1
SSM36122	498816.243	6019235.633	B	2
SSM36124	498816.905	6019357.630	B	2
SSM36125	498721.448	6019495.101	B	2

E1 EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1086367)
E2 RIGHT OF CARRIAGEWAY 16 WIDE (DP878155)
E3 EASEMENT FOR WATER SUPPLY 6 WIDE & VARIABLE

UNLESS SHOWN OTHERWISE, BOUNDARIES ARE NOT FENCED

MGA 55

WARNING: ERASING OR ALTERING WILL LEAD TO RECTIFICATION

DP1086367

Registered: 31.8.2005

C.A.: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: 8225-1-N

Last Plan: DP878155

PLAN OF SUBDIVISION OF LOT 61 IN DP878155

Lengths are in metres. Reduction Ratio 1:2500

LGA: ALBURY CITY

LOCALITY: THURGOONA

PARISH: MUNGABARINA

COUNTY: GOULBURN

This sheet 1 of my plan is 3 sheets (Delete if single sheet)

Surveying Regulation 2001
I, BRUCE DONALD WALPOLE

28/07/2005

LOTS 1 - 53

SEE SIGNATURES FORM

Plans used in preparation of Survey/Compilation
DP617907, DP868781, DP870150, DP1048486, DP1064396

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 AND EASEMENT TO DRAIN SEWAGE 4 WIDE
2. EASEMENT TO DRAIN WATER AND EASEMENT TO DRAIN SEWAGE 3.5 WIDE
3. EASEMENT TO DRAIN SEWAGE 3 WIDE
4. EASEMENT TO DRAIN WATER 3 WIDE
5. EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
6. EASEMENT FOR WATER SUPPLY 6 WIDE & VARIABLE
7. RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO DEDICATE LOTS 51 AND 52 AS PUBLIC RESERVE AND LOT 53 AS DRAINAGE RESERVE

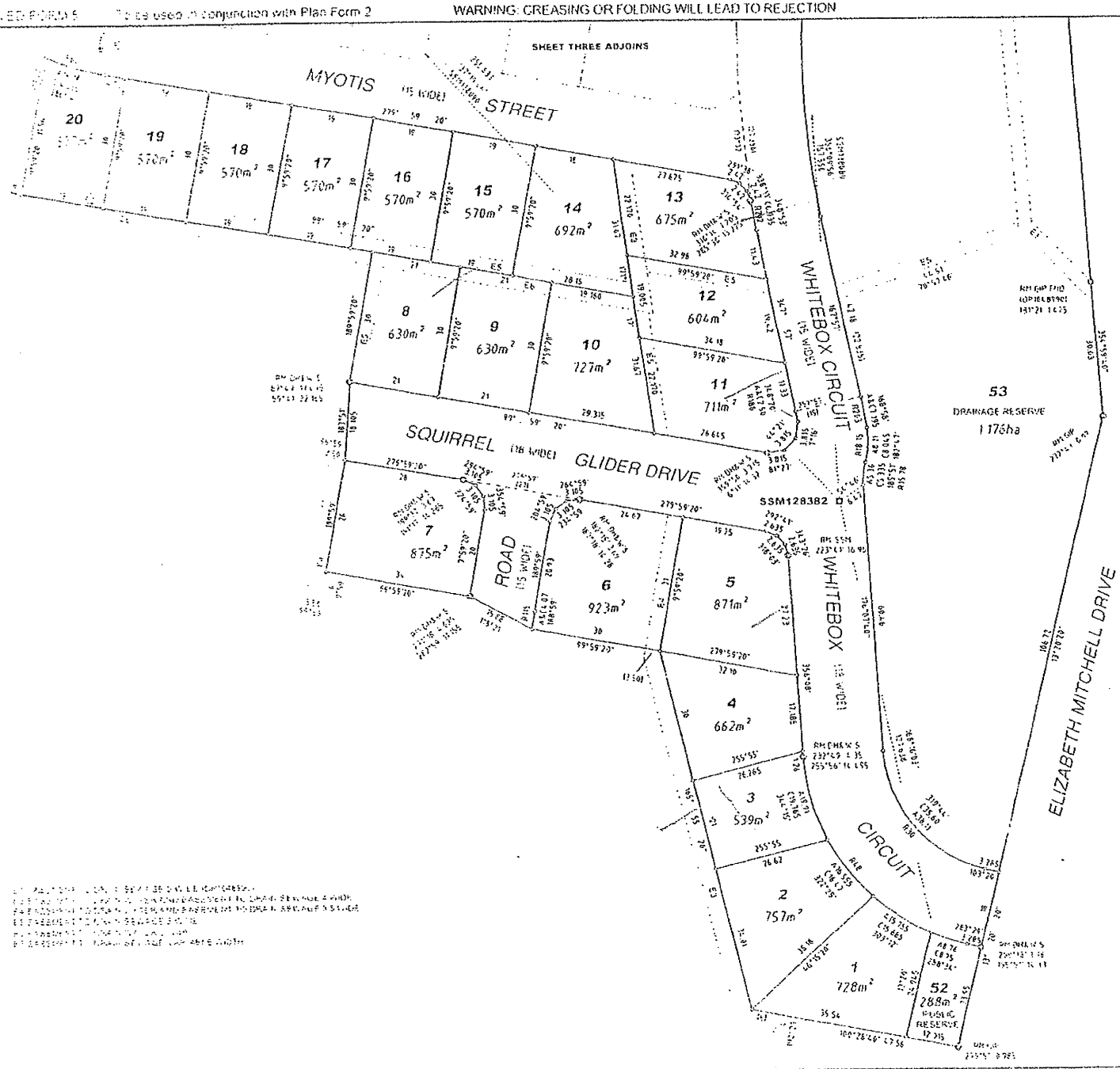
IT IS INTENDED TO DEDICATE WHITEBOX CIRCUIT (SUBJECT TO EASEMENT TO DRAIN SEWAGE 3 WIDE (E1), DP1086367) AND ROAD (4 WIDE) WITHIN STREET AND WILLAROO STREET AS PUBLIC ROAD

DP1086367

e-Plan

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 6 - SHEET 2 SHEETS FORM 6 To be used in conjunction with Plan Form 2



DP1086367

Registered 31.8.2005

This is sheet 2 of my plans 2 sheets

Dated 26/7/2005

SEE SIGNATURES FORM

Surveyor registered under the Surveying Act 2002

This is sheet 2 of my plan of 1 sheet(s) approved by subdivision certificate No of

SEE SIGNATURES FORM

Authorised Person/General Manager/Accredited Certifier

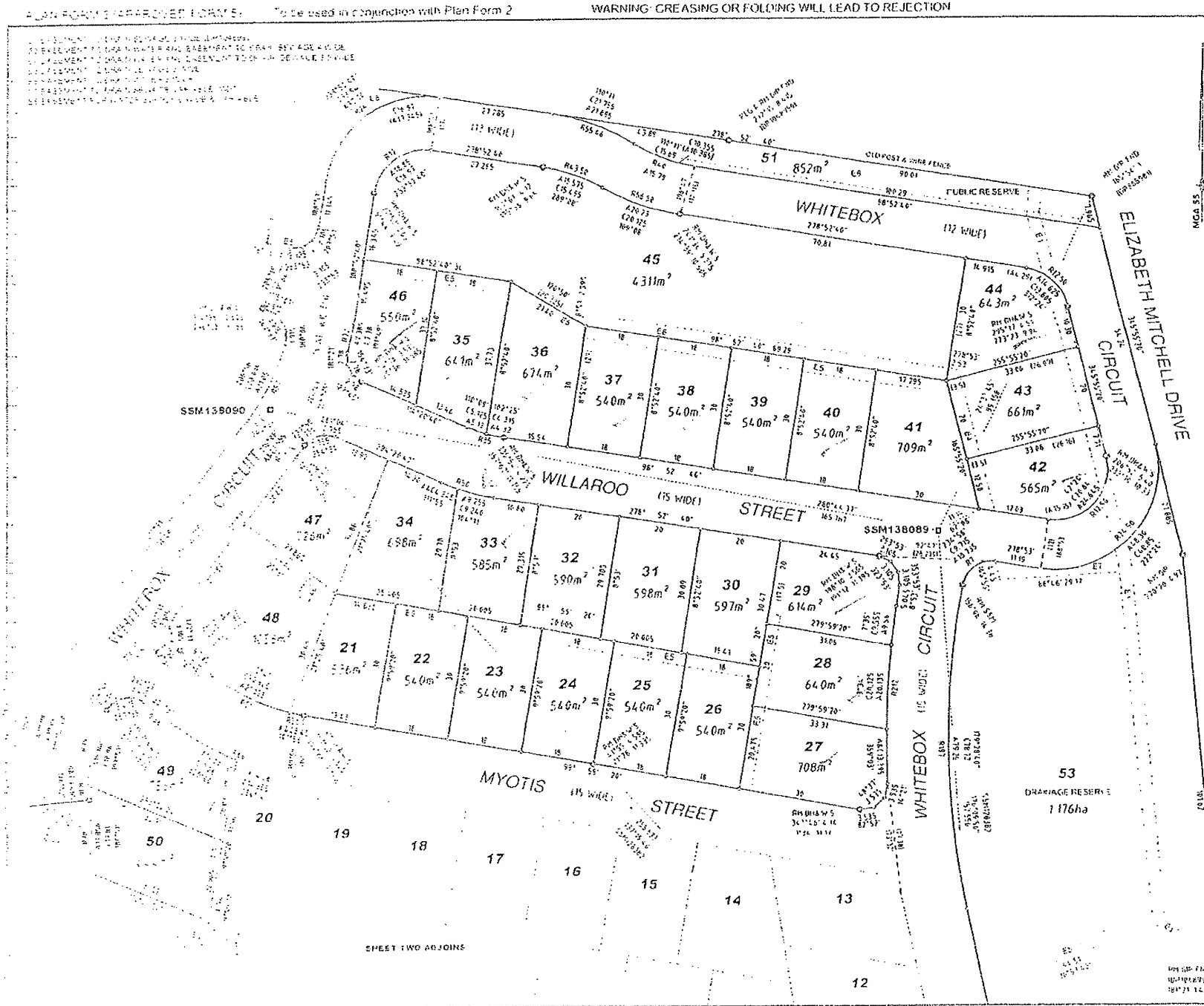
For use where space is insufficient in any panel on Plan Form 2

Plan Drawing only to appear in this space

PLAN FORM 6 (DEALING FORM 6) To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1086367

e-Plan



DP1086367

Registered: 31.8.2005

This is sheet 1 of my plan of 3 sheets

Dated 26/7/2005

SEE SIGNATURES FORM

Surveyor registered under the Surveying Act 2002

This is sheet 1 of my plan of 2 sheets covered by subdivision certificate No. of

SEE SIGNATURES FORM

Authorised Person/General Manager/Accredited Certifier

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

REDUCTION RATIO 1:

SURVEYOR'S REFERENCE

File/s Drawing only to appear in this space

Req:R568224 /Doc:DP 1086367 P /Rev:01-Sep-2005 /Sts:SC.OK /Prt:07-Sep-200
Ref:Albury Wodonga Development Corporation /Src:P

PLAN OF SUBDIVISION OF LOT 61 IN DP 878155

DP1086367

Registered: 31.8.2005

* OFFICE USE ONLY

Surveying Regulation, 2001

I, Bruce Donald Walpole
of 482 Macauley Street,
Albury NSW 2640 P:02 60212233
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: 28/3/2005

The survey relates to Lots 1-53
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature ..... *Dated:* 28/3/2005
Surveyor registered under the Surveying Act, 2002

Datum Line: X-Y
Type: Urban
I

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

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
(insert 'subdivision' or 'new road')

.....
* Authorised Person/General Manager/Accredited Certifier

Consent Authority: ALBURY CITY COUNCIL
Date of Endorsement: 6 JULY 2005
Accreditation no: .....
Subdivision Certificate no: 3958
File no: PF-31477

* Delete whichever is inapplicable.

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create public reserves and drainage reserves.

It is intended to dedicate lots 51 and 52 as public reserve and lot 53 as drainage reserve.

It is intended to dedicate Whitebox Circuit (subject to existing easement to drain sewage 3 wide vide DP1048990), Squirrel Glider Drive, ~~Robin Street~~, Myotis Street and Willaroo Street as public road.

AND ROAD 15 WIDE.

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.

WITNESS
MICHAEL BYDDER
620 MACAULEY STREET,
ALBURY NSW 2640

Use PLAN FORM 6A for additional certificates, signatures and seals

SURVEYOR'S REFERENCE: 3175 1 1

Req:R568225 /Doc:DP 1086367 B /Rev:05-Sep-2005 /Sts:SC.OK /Prt:07-Sep-2006 16:29 /Pgs:ALL /Seq:1 of 2
Ref:Albury-Wodonga Development Corporation /Src:P

e-Plan

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.

Plan: DP1086367

Plan of Subdivision of Lot 61 in DP 878155 covered by Subdivision Certificate No. 3958

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 and easement to drain sewage 4 wide	12,13 and 54	Albury City Council
2	Easement to drain water and easement to drain sewage 3.5 wide	6,42,43,49,50 and 54	Albury City Council
3	Easement to drain sewage 3 wide	8,11,12,14-20 inclusive,21-29 inclusive,35-41 inclusive, 46,48,53 and 54	Albury City Council
4	Easement to drain water 3 wide	8,9,10,44, 45 and 54	Albury City Council
5	Easement to drain sewage variable width	53	Albury City Council
6	Easement for Water Supply 6 wide AND VARIABLE	51 and 54	Albury City Council
7	Restriction on Use of Land	Each lot except Lots 51,52,53 and 54	Each other lot except Lots 51,52,53 and 54

Req:R668225 /Doc:DP 1086367 B /Rev:05-Sep-2005 /Sts:SC.OK /Prn:07-Sep-2006 16:29 /Pgs:ALL /Seq:2 of 2
Ref:Albury-Wodonga Development Corporation /Src:P

e-Plan

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.

(Sheet 2 of 2 sheets)

Plan: DP1086367

Plan of Subdivision of Lot 61 in DP 878155 covered by Subdivision Certificate No. 3958

Part 2 (Terms)

1. Terms of restriction on use numbered 7 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 prescribed in the Mitchell Park Urban Design Guidelines and Mitchell Park Stage 1.1 Urban Design Control Plan (Plan No. TH3/032) both contained in Memorandum registered AB623849 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 7 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 26th **DAY OF** July **2005**

Signed by me, Brian Terrance 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 the delegation.

WITNESS
MICHAEL RYDDER
620 MACAULEY STREET
ALBURY NSW 2640

REGISTERED 31.8.2005

MITCHELL PARK

Mitchell Park Stage 1.1 Urban Design Guidelines

Living with Natur



Image courtesy of Peter Merritt

Albury-Wodonga Development Corporation