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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Rudy Yonson Real Estate** **885 Mate Street, North Albury, NSW 2640**	**Phone: 6040 6818** **Fax: 6040 6819**
co-agent		
vendor	**Nicole Elise Restall and Luke Simon Restall** **10 Civitina Place, East Albury, NSW 2640**	
vendor's solicitor	**Lisa Spinelli Solicitor** **PO BOX 7191, EAST ALBURY NSW 2640**	**Phone: 0438299120** **Email: lisa@lisaspinelli.com.au** **Fax:** **Ref: LS:1392/23**
date for completion	**42nd day after the contract date**	(clause 15)
land (address, plan details and title reference)	**10 Civitina Place, East Albury, New South Wales 2640** **Registered Plan: Lot 344 Plan DP 1082078** **Folio Identifier 344/1082078**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: shed	
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

☒ air conditioning	☐ clothes line	☒ fixed floor coverings	☒ range hood
☒ blinds	☒ curtains	☐ insect screens	☒ solar panels
☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
☒ ceiling fans	☐ EV charger	☒ pool equipment	☐ TV antenna

☒ other: gas hotplates, wood heater, ducted gas heating

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)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

VENDOR (COMPANY)		**PURCHASER (COMPANY)**	
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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 details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

***GSTRW payment* (GST residential withholding payment) – 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 representative:

Supplier's contact 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 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to the off the plan contract

Other

- ☐ 60

HOLDER OF STRATA OR COMMUNITY SCHEME 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 residential premises, within the meaning of the *Home Building Act 1989,* Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—**

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

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 the Act, section 66W, 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 the Act, section 66ZG.**

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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 and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and 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. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**

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)

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
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;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
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);
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;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic 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*;
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*;
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);
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*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
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;*
populate	to complete data fields in the *Electronic Workspace*;

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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;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
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).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *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.

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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 16.5.
3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 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
4.2.2 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.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 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.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW 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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4.13 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 –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 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 –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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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, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.

14.6 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.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 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.

16.4 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

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

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).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

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;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

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 4, 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.

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
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 14.6 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.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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.

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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 –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 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.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 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.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

10 CENTINAL PL EAST ALBURY 2640

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
27.4 If consent is refused, either *party* can *rescind*.
27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
27.6 If consent is not given or refused –
27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
27.7.1 under a *planning agreement*; or
27.7.2 in the Western Division.
27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
28.3 If the plan is not registered *within* that time and in that manner –
28.3.1 the purchaser can *rescind*; and
28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

PROOF ONLY, EASTWOOD 2122

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a 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 burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 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.

30.8 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.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *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.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

10 CANTWELL, EASTBOURY 2640

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

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.

10 CIVITINA PL, EAST ALBURY 2640

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN **Nicole Elise Restall and Luke Simon Restall** of 10 Civitina Place, EAST ALBURY, New South Wales (**Vendor**)

AND of (**Purchaser**)

33. REPRESENTATIONS AND WARRANTIES

33.1 The purchaser represents to and warrants for the benefit of the vendor as follows:

(a) In entering into this contract the purchaser has not relied on any statement, representation or warranty by the vendor, or any person on the vendor's behalf, whether express or implied regarding the property, its zoning, location or use or in relation to any nearby properties;

(b) This contract contains all of the conditions of the sale of the property and replaces any prior agreements, representations or warranties made by the vendor;

(c) The purchaser has inspected the property and without limitation accepts the property in its present condition and state of repair and subject to any infestation or dilapidation, latent or patent defects and any minor real or apparent breaches of the Local Government Act or ordinances;

(d) The purchaser accepts the property subject to any and all existing water, sewerage, gas, electricity, telephone and other utility services and installations;

(e) The purchaser has made his own enquiries to determine his legal right and capacity to enter into this transaction;

(f) The purchaser has had the opportunity to obtain independent legal advice about the purchasers rights and obligations under this contract;

(g) The purchaser is fully aware of and satisfied about the nature of the property and the purposes for which the property may lawfully be used including the terms of any restriction on use.

33.2 The purchaser indemnifies the vendor against all claims (whether for compensation or not) losses and liabilities arising out of a breach of the warranties in clause 33.1. This clause shall not merge on completion.

34. INCAPACITY

If either party (and if more than one, both of that party) dies or becomes mentally ill or being a company goes into liquidation or enters into an arrangement with creditors or is placed under administration then either party may by notice in writing rescind this contract and the provisions of clause 19 shall apply.

35. INTEREST FOR LATE COMPLETION

Without limiting any other right of the vendor, if the purchaser does not complete by the completion date, the purchaser must pay interest on the unpaid balance of the purchase price

(and if a deposit bond is provided on the whole of the unpaid purchase price) on completion at the rate of 10% per annum calculated daily from and including the completion date until the day on which the balance of purchase price is actually paid to the vendor. It is acknowledged and agreed that the interest payable in accordance with this clause is a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor by the failure of the purchaser to complete within the time frame specified by this contract.

36. NOTICE TO COMPLETE

The Vendor and Purchaser expressly acknowledge and agree that:-

36.1 either party may where entitled after the completion date issue a notice to complete ("The Notice to complete") making the time for completion of this contract of the essence; and

36.2 a period of fourteen (14) days after the date of service of any notice to complete shall be a reasonable time for requiring completion of this contract; and

36.3 Should the vendor issue a notice to complete then the purchaser will pay in addition to any other moneys payable under this contract, the sum of $500.00 (inclusive of GST) to the vendors solicitor on completion as compensation for additional legal expenses incurred by the vendor for issuing such notice. This is an essential term of the contract.

37. INTRODUCTION BY VENDORS AGENT

The purchaser warrants that it has not been introduced to the sale of the property directly or indirectly through the services of any agent other than the vendors agent named in this contract, and the purchaser indemnifies the vendor for all claims (whether for compensation or not), losses and liabilities arising out of a breach of such warranty. This clause shall not merge on completion.

38. GUARANTEE AND INDEMNITY IF THE PURCHASER IS A COMPANY

If the purchaser of the property is a company, the officers or persons who sign this contract on behalf of the company or who attest the seal of the company on this contract shall:

38.1 Jointly and separately guarantee all obligations of the Purchaser under this Agreement including payment of the purchase price;

38.2 Jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this Agreement.

38.3 This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this Agreement between the Vendor and Purchaser.

38.4 In consideration of the vendor contracting with the corporate purchaser

(the guarantor), as is evidenced by the guarantor's execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the

benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by)
the guarantor in the presence of:)

_____
Signature

_____
Signature of Witness

_____
Print Name of Witness

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 344/1082078

SEARCH DATE	TIME	EDITION NO	DATE
12/5/2023	12:25 PM	3	16/1/2018

LAND

LOT 344 IN DEPOSITED PLAN 1082078
AT EAST ALBURY
LOCAL GOVERNMENT AREA ALBURY CITY
PARISH OF ALBURY COUNTY OF GOULBURN
TITLE DIAGRAM DP1082078

FIRST SCHEDULE

NICOLE ELISE RESTALL
LUKE SIMON RESTALL
AS JOINT TENANTS (T AG585587)

SECOND SCHEDULE (6 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 DP1082078 EASEMENT TO DRAIN SEWAGE AND EASEMENT TO DRAIN WAER 3.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 DP1082078 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
4 DP1082078 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
5 DP1082078 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
6 AN44546 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

1392/23 PRINTED ON 12/5/2023

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

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Received: 12/05/2023 12:25:21

Req:R554318 /Doc:DP 1082078 P /Rev:11-Nov-2014 /NSW LRS /Pgs:ALL /Prt:12-May-2023 12:26 /Seq:1 of 4
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PLAN FORM 2

Plan Drawing only to appear in this space

ePlan • OFFICE USE ONLY

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

FOR SIGNATURES, SEALS AND CERTIFICATES SEE SIGNATURES FORM

SHORT LINE TABLE

No.	BEARING	DIST.	ARC	RAD
1	P.O.	23.08		
2	P.O.	10.91		
3	P.O.	14.53		
4	P.O.	20.2		
5	P.O.	24.28		
6	P.O.	37.28		
7	P.O.	15.86		
8	P.O.	6		
9	P.O.	48.87		
10	P.O.	49.74		
11	P.O.	42.28		
12	P.O.	18.71		
13	P.O.	47.34		
14	P.O.	57.95		
15	127°50'00"	31.68		
16	127°50'	4.39		
17	108°08'20"	64.70	66	96
18	88°26'40"	71.24		
19	92°16'20"	38.56	38.59	289
20	9°07'10"	20.54		

PM CONNECTIONS

MARKS	CONNECTION	
SSM 87377-SSM 74756	228°42'33" 642.067	SURVEY
	228°42'33" 642.072	MGA GRND
SSM 74756-SSM 84122	185°41'16" 206.273	SURVEY
	185°40'52" 206.302	MGA GRND
SSM 84122-SSM 123677	68°04'20" 442.021	
SSM 74756-SSM 91032	89°52'24" 184.020	
SSM 91032-SSM 123677	101°10'09" 209.547	
SSM 123677-SSM 87377	11°19'00" 473.068	
SSM 91032-SSM 138060	187°20'24" 114.855	
SSM 138060-SSM 138059	190°29'37" 205.217	
SSM 138059-SSM 138068	234°12'31" 162.617	
SSM 138068-SSM 84122	354°17'29" 206.162	

SURVEYING REGULATION 2001 . CLAUSE 32 (2)

MARK	MGA CO-ORDINATES EASTING	NORTHING	ZONE	CLASS	ORD
SSM74756	494 942.878	6 006 636.451	55	C	4
TS5682	494 643.092	6 005 945.029	55	2A	0
SSM87377	495 425.108	6 007 059.962	55	C	4
SSM84122	494 922.464	6 006 431.249	55	C	4

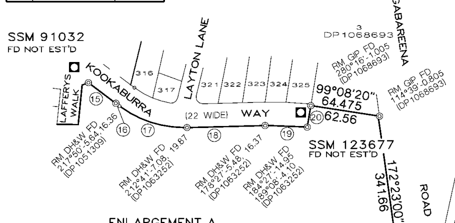
SOURCE . S.C.I.M.S. 18 MARCH 2005.
COMBINED SEA AND SCALE FACTOR . 0.999576

SURVEYING REGULATIONS 2001, CLAUSE 47.

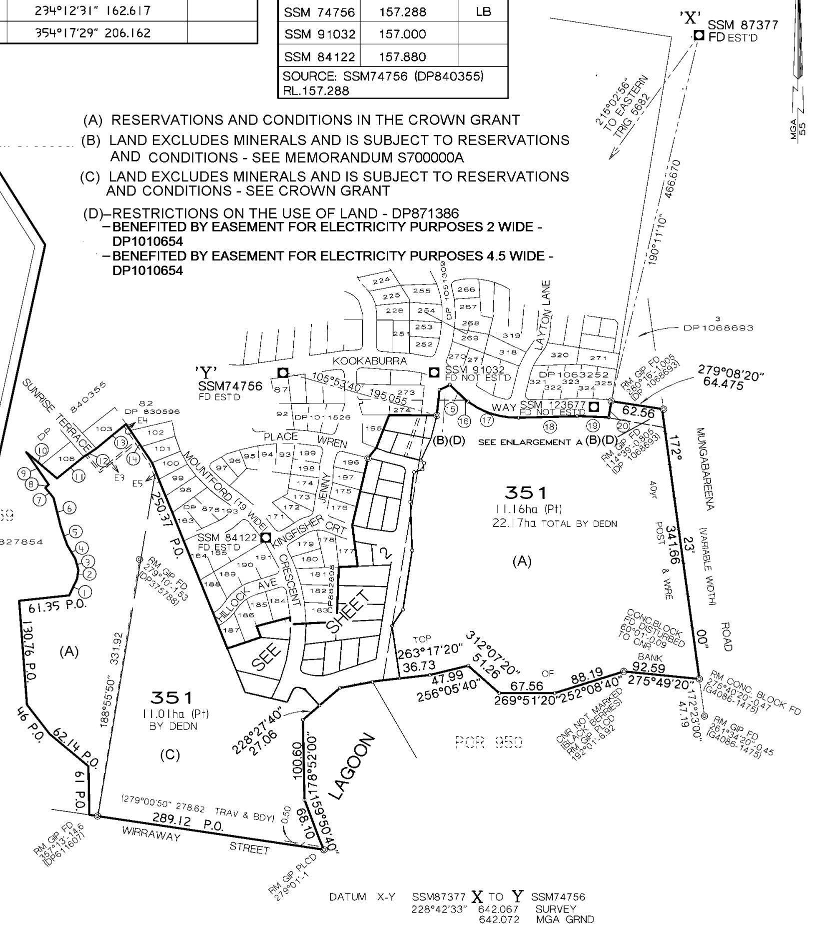
MARK	AHD VALUE	CLASS
SSM 74756	157.288	LB
SSM 91032	157.000	
SSM 84122	157.880	

SOURCE: SSM74756 (DP840355)
RL.157.288

(A) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT
(B) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE MEMORANDUM S700000A
(C) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE CROWN GRANT
(D)–RESTRICTIONS ON THE USE OF LAND - DP871386
–BENEFITED BY EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE - DP1010654
–BENEFITED BY EASEMENT FOR ELECTRICITY PURPOSES 4.5 WIDE - DP1010654



ENLARGEMENT A
NOT TO SCALE



E18 EASEMENT TO DRAIN SEWAGE 3 WIDE AND VARIABLE
E19 EASEMENT TO DRAIN SEWAGE AND EASEMENT TO DRAIN WATER 3.5 WIDE
E20 EASEMENT TO DRAIN WATER 3 WIDE
E3 EXISTING EASEMENT TO DRAIN SEWAGE 2.5 WIDE VIDE DP840355.
E4 EXISTING EASEMENT TO DRAIN SEWAGE AND EASEMENT TO DRAIN WATER 3.5 WIDE VIDE DP 827854.
E5 EXISTING EASEMENT TO DRAIN WATER AND EASEMENT TO DRAIN SEWAGE 3.5 WIDE VIDE DP 840355.
E7 EXISTING EASEMENT TO DRAIN SEWAGE 3 WIDE. DP 882898
E8 EXISTING EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH. DP 882898
E9 EXISTING EASEMENT FOR ELECTRICITY PURPOSES 4.5 WIDE. DP 882898
E10 EXISTING EASEMENT TO DRAIN SEWAGE 3 WIDE. DP 1011526.
E17 EXISTING EASEMENT TO DRAIN SEWAGE 3 WIDE DP 1063252.

NOTE - NO BOUNDARYS ARE FENCED UNLESS SHOWN

DATUM X-Y SSM87377 X TO Y SSM74756
228°42'33" 642.067 SURVEY
642.072 MGA GRND

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: 22 APRIL 2005
Accreditation no: . . . .
Subdivision Certificate no: 3939
File no: PF 19304

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: 5182P/RR/M

DP1082078 (E)

Registered: 14.6.2005
Title System: TORRENS(LIMITED)
Purpose: SUBDIVISION
Ref.Map: ALBURY SHTS ~~13~~ & 15
Last Plan: DP1063252 (DP1041633)

PLAN OF SUBDIVISION OF LOT 326 DP 1063252

Lengths are in metres. Reduction Ratio 1:4000

LGA: ALBURY
Locality: EAST ALBURY
Parish: ALBURY
County: GOULBURN

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable).

I, DOUGLAS JAMES GOW
of DOUGLAS GOW & ASSOCIATES
609 OLIVE STREET ALBURY, NSW 2640
Ph (02) 6041 2456
a surveying 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 . . . . . 18/03/05 . .
The survey relates to . . . . LOTS 327 - 351 . . . . . .
(here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)
(Signature) . . SEE SIGNATURES FORM
Surveyor registered under the surveying Act 2002
Datum Line: X - Y
Zone: Urban / ~~Rural~~

Plans used in preparation of survey/compilation.
DP 1051309 DP 375788
DP 882898 G4086-1475
DP 1011526 R22795-1603
DP 1063252
DP 1068693
DP 611607

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.
IT IS INTENDED TO DEDICATE:-
* CIVITINA PLACE, AND
* JENNY WREN COURT, AND
* THE EXTENSION OF MOUNTFORD CRESENT, TO THE PUBLIC AS PUBLIC ROAD

IT IS INTENDED TO DEDICATE THE EXTENSION OF KINGFISHER COURT TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO AN EASEMENT TO DRAIN SEWAGE 3 WIDE VIDE DP 882898

SEE SIGNATURES FORM
APPROVED . . . .
AUTHORISED PERSON

CONTINUED SHEET 2

NOTATION (D) AMENDED VIDE 2014-1081 29.10.2014

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

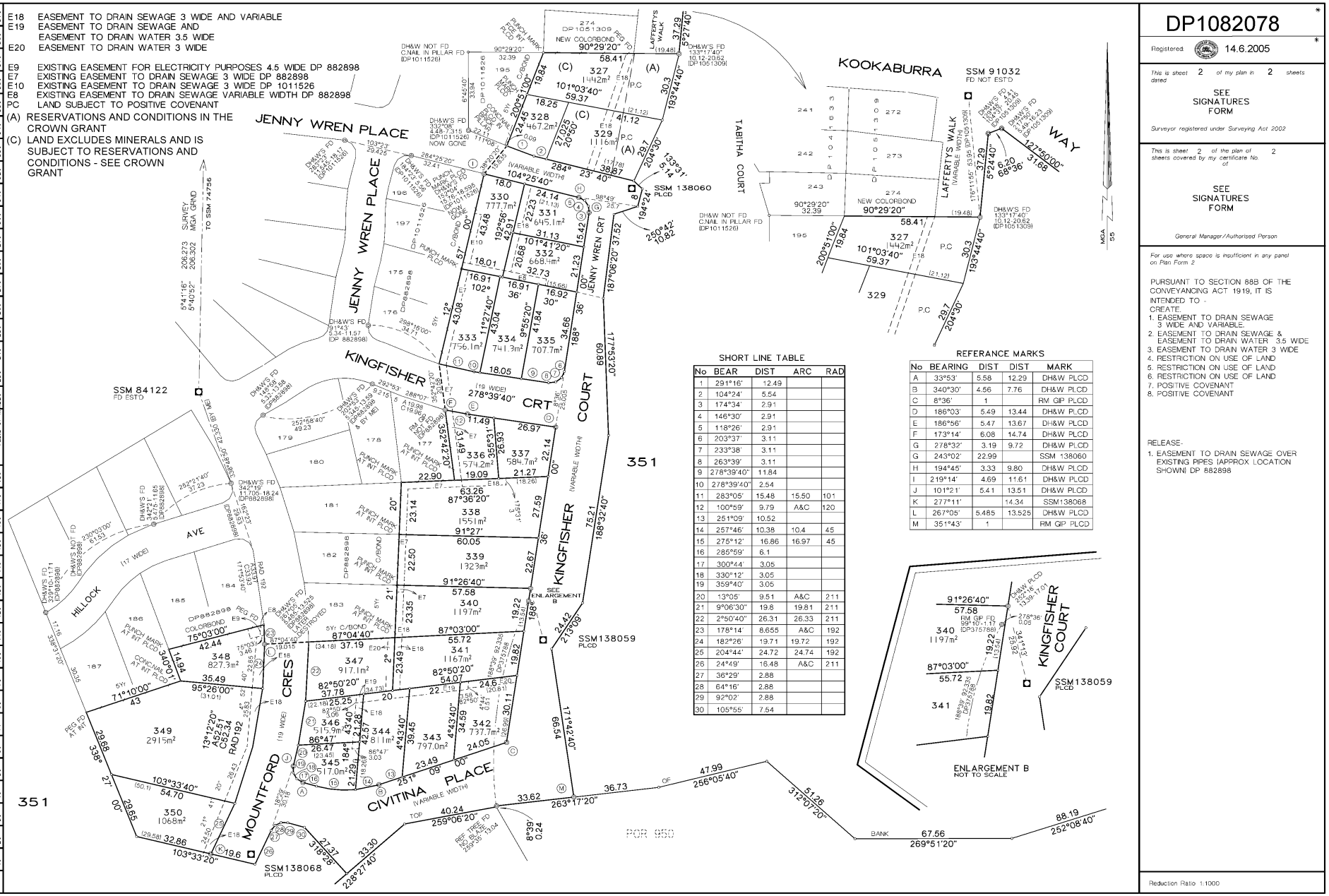
DP1082078

ePlan • OFFICE USE ONLY

E18 EASEMENT TO DRAIN SEWAGE 3 WIDE AND VARIABLE
E19 EASEMENT TO DRAIN SEWAGE AND EASEMENT TO DRAIN WATER 3.5 WIDE
E20 EASEMENT TO DRAIN WATER 3 WIDE

E9 EXISTING EASEMENT FOR ELECTRICITY PURPOSES 4.5 WIDE DP 882898
E7 EXISTING EASEMENT TO DRAIN SEWAGE 3 WIDE DP 882898
E10 EXISTING EASEMENT TO DRAIN SEWAGE 3 WIDE DP 1011526
E8 EXISTING EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH DP 882898
PC LAND SUBJECT TO POSITIVE COVENANT

(A) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT
(C) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE CROWN GRANT



SHORT LINE TABLE

No	BEAR	DIST	ARC	RAD
1	291°16'	12.49		
2	104°24'	5.54		
3	174°34'	2.91		
4	146°30'	2.91		
5	118°26'	2.91		
6	203°37'	3.11		
7	233°38'	3.11		
8	263°39'	3.11		
9	278°39'40"	11.84		
10	278°39'40"	2.54		
11	283°05'	15.48	15.50	101
12	100°59'	9.79	A&C	120
13	251°09'	10.52		
14	257°46'	10.38	10.4	45
15	275°12'	16.86	16.97	45
16	285°59'	6.1		
17	300°44'	3.05		
18	330°12'	3.05		
19	359°40'	3.05		
20	13°05'	9.51	A&C	211
21	9°06'30"	19.8	19.81	211
22	2°50'40"	26.31	26.33	211
23	178°14'	8.655	A&C	192
24	182°26'	19.71	19.72	192
25	204°44'	24.72	24.74	192
26	24°49'	16.48	A&C	211
27	36°29'	2.88		
28	64°16'	2.88		
29	92°02'	2.88		
30	105°55'	7.54		

REFERANCE MARKS

No	BEARING	DIST	DIST	MARK
A	33°53'	5.58	12.29	DH&W PLCD
B	340°30'	4.56	7.76	DH&W PLCD
C	8°36'	1		RM GIP PLCD
D	186°03'	5.49	13.44	DH&W PLCD
E	186°56'	5.47	13.67	DH&W PLCD
F	173°14'	6.08	14.74	DH&W PLCD
G	278°32'	3.19	9.72	DH&W PLCD
G	243°02'	22.99		SSM 138060
H	194°45'	3.33	9.80	DH&W PLCD
I	219°14'	4.69	11.61	DH&W PLCD
J	101°21'	5.41	13.51	DH&W PLCD
K	277°11'		14.34	SSM138068
L	267°05'	5.485	13.525	DH&W PLCD
M	351°43'	1		RM GIP PLCD

DP1082078

Registered 14.6.2005

This is sheet 2 of my plan in 2 sheets dated

SEE SIGNATURES FORM

Surveyor registered under Surveying Act 2002

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

SEE SIGNATURES FORM

General Manager/Authorised Person

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO -
CREATE:
1. EASEMENT TO DRAIN SEWAGE 3 WIDE AND VARIABLE.
2. EASEMENT TO DRAIN SEWAGE & EASEMENT TO DRAIN WATER 3.5 WIDE
3. EASEMENT TO DRAIN WATER 3 WIDE
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND
6. RESTRICTION ON USE OF LAND
7. POSITIVE COVENANT
8. POSITIVE COVENANT

RELEASE:
1. EASEMENT TO DRAIN SEWAGE OVER EXISTING PIPES (APPROX LOCATION SHOWN) DP 882898

Reduction Ratio 1:1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 5182P/RF/M

Req:R554318 /Doc:DP 1082078 P /Rev:11-Nov-2014 /NSW LRS /Pgs:ALL /Prt:12-May-2023 12:26 /Seq:2 of 4
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Req:R554318 /Doc:DP 1082078 P /Rev:11-Nov-2014 /NSW LRS /Pgs:ALL /Prt:12-May-2023 12:26 /Seq:3 of 4
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ePlan

CERTIFICATES, SIGNATURES AND SEALS

PLAN OF SUBDIVISION OF LOT 326 IN DP1063252

*

DP1082078

*

Registered: 14.6.2005

* OFFICE USE ONLY

Surveying Regulation 2002

I, DOUGLAS JAMES GOW
of DOULGLAS GOW & ASSOCIATES
609 OLIVE STREET, ALBURY NSW 2640
Ph (02) 6041 2456

a surveyor registered under the *Surveying Act 2001*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation 2002* and was completed on: 18/3/05

The survey relates to LOTS 327-351

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature .....*Dated: 18/3/05*
Surveyor registered under the Surveying Act 2001

Datum Line: X-Y
Type: Urban/Rural

Department of Land and Water Conservation 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: 22 APRIL 2005
Accreditation no: .....
Subdivision Certificate no: 3939
File no: PF 19304

Note:
When the plan is to be lodged electronically in Land and Property Information, it should include a signature in an electronic or digital format approved by the Registrar-General.
* 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:-
- Civintina Place, and
- Jenny Wren Court, and
- the extension of Mountford Crescent

to the public as public road.

It is intended to dedicate the extension of Kingfisher Court to the public as public road subject to drainage of sewerage 3 wide Vide DP882898.

.....
Approved by the Albury City Council
Authorised Officer

MANAGER, ALBURY DEVELOPMENT
Position

THE SEAL OF THE CITY OF ALBURY WAS HEREUNTO AFFIXED IN THE PRESENCE OF

Mayor.....
ARTHUR ROY FRAUENFELDER

General Manager.....
MARK CLIFFORD HENDERSON

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

SURVEYOR'S REFERENCE: 5182P/RR/L

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PLAN FORM 6A

ePlan

CERTIFICATES, SIGNATURES AND SEALS Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 326 IN DP1063252

* DP1082078

* **Registered:** 14.6.2005

* OFFICE USE ONLY

Subdivision Certificate No: 3939 Date of Endorsement:: 22 April 2005

Executed by SITE INVESTMENTS PTY LIMITED (A.C.N. 101 787 017)
in accordance with the Corporations Act 2001:

L Arciuli
Signature of Witness

LIZ ARCIULI
Name of Witness (BLOCK LETTERS)

6/9 Linsley St Gladesville
Address and Occupation of Witness

Receptionist

KEVIN FRANCIS SHANAHAN - Director

GRETEL FRANCINA SHANAHAN-Director

SURVEYOR'S REFERENCE: 5182P/RR/L

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

ePlan

Plan: DP1082078

Plan of Subdivision of Lot 326 in DP 1063252
covered by Council's Certificate No. 3939
dated 22 APRIL 2005

Full name and address of the owner of the Land:

Site Investments Pty Limited
Suite 1, Level 1, 55 Grandview Street
Pymble NSW 2073

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain sewage 3 wide and variable	327, 329, 331, 332, 338, 340, 341, 345, 346 348, 349, 350	Albury City Council
2	Easement to drain sewage and easement to drain water 3.5 wide	342, 343, 344, 346	Albury City Council
3	Easement to drain water 3 wide	342, 347	Albury City Council
4	Restriction on Use of Land	Lots 327 to 350 inclusive	Each lot except lot 351
5	Restriction on Use of Land	Lots 327 to 350 inclusive	Each lot except lot 351
6	Restriction on Use of Land	Each lot except lot 351	Albury City Council
7	Positive Covenant	327 & 329	Albury City Council
8	Positive Covenant	351	Albury City Council

Part 1A (Release)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain sewage over existing pipes created in DP882898	Lot 326 DP1063252	Albury City Council

APPROVED BY THE COUNCIL OF THE CITY OF ALBURY

Authorised Officer

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

ePlan

Plan: DP1082078

Plan of Subdivision of Lot 326 in DP 1063252
covered by Council's Certificate No. 3939
dated 22 APRIL 2005

Part 2 (Terms)

1. Terms of restrictions on use of land as fourthly referred to in the plan.

(a) No structure shall be erected unless the plans are first submitted to and approved by (the registered proprietor) Site Investments Pty Limited (hereinafter called "Site Investments") or such architects or persons nominated by Site Investments provided that such approval shall not be unreasonably withheld.

(b) Not more than one main building shall be erected on each lot burdened excluding lot 349 and no main building shall be erected or permitted to remain on the lot hereby burdened having a floor area (excluding any open patios and any attached garage or carport) of less than the following areas:

Lots 327, 330 to 335, 338 to 344, 347, 348 and 350	155 square metres
Lots 328, 329, 336, 337, 345 and 346	115 square metres
Lot 349, for each dwelling	115 square metres

(c) No garage or out building shall be erected or permitted to remain on each lot hereby burdened except until after or concurrently with the erection of any main building thereon.

(d) No main building shall be erected or permitted to remain on the lot hereby burdened with external wall materials other than face brick, rendered and painted or bagged and painted brick, blockwork or concrete, stone, glass, timber treated with paint or stain finish and fibre cement with a painted finish or any combination of the same provided that timber and fibre cement shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportion of timber and fibre cement so used in relation to the total external wall area shall not exceed twenty five percent (25%) and ten percent (10%) respectively provided that nothing contained in this covenant shall be construed as to preclude or prohibit the erection of a main building having the inner framework of its external walls constructed of timber or other materials with an external veneer face of brick.

(e) No building shall have a roof pitch of less than 25 degrees unless the roof is curved.

(f) No building or part thereof erected on the lot hereby burdened shall have a roof constructed of materials other than terra cotta or concrete roofing tiles, slate or zincalume roof sheet with a non reflective coating applied as part of its manufacture.

(h) No garage or carport shall be built, constructed or erected having materials or roof design which is not compatible with the design of the main building. Flat roofed carports and/or garages are prohibited.

(i) No building previously erected wholly or in part shall be moved to or erected upon any lot burdened.

APPROVED BY THE COUNCIL OF THE CITY OF ALBURY

Authorised Officer

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

ePlan

Plan: DP1082078

Plan of Subdivision of Lot 326 in DP 1063252
covered by Council's Certificate No. 3939
dated 22 APRIL 2005

2. Terms of Restriction of use of land as fifthly referred to in the plan.

(a) No fence shall be erected on the lot hereby burdened to divide the same from adjoining lots without the consent of Site Investments but such consent shall not be withheld if: -

i. during the ownership of any adjoining lots by Site Investments such fences are erected without expense to Site Investments and in favour of any such person dealing with the transferee from Site Investments and such consent shall be deemed to have been given with respect to every such fence for the time being erected ; and

ii. such fence: if erected prior to the 30th June 2010, is Lysaght Netascreen "Willow" in colour and 1.5 or 1.8 metres in height, or such other fencing substantially identical in colour, tone, design, style and materials to such nominated fencing material.

(b) No fence or similar structure shall be built, constructed or erected or allowed to remain on any part of the front boundary of any lot or any part of the boundaries abutting a street where the lot is a corner lot unless the fence to that side boundary is constructed of materials used in the main building. Netascreen fencing is prohibited to be used for a boundary abutting the street.

(c) No fence or similar structure shall be built, constructed or erected or allowed to remain on either side boundary of any lot or elsewhere on such lot, where such fence or similar structure stands forward (to the street alignment) of the side boundary nib security wall or fence joining the front wall of the main building to the side boundary (other than a retaining wall approved of in writing by the Council of the City of Albury) or if a front fence the fence materials are compatible with the materials used in the main dwelling and the height of such fence does not exceed 1.8 metres.

3. Terms of Restriction on use of land as sixthly referred to in the plan.

No floor level of any habitable building shall be less than 157.5 metres as measured by the Australian Height Datum.

4. Terms of Positive Covenant as seventhly referred to in the plan.

(a) No substantial building or dwelling but excluding pools, pergolas and the like shall be erected within that part of the lot subject to this positive covenant (shown PC on the face of the plan).

APPROVED BY THE COUNCIL OF THE CITY OF ALBURY

Authorised Officer

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

ePlan

Plan: DP1082078

Plan of Subdivision of Lot 326 in DP 1063252
covered by Council's Certificate No. 3939
dated 22 APRIL 2005

(b) No fence shall be erected on the land or on those sections of the boundaries of land subject to the positive covenant (shown PC on the face of the plan) which has more than 25% of its elevation as solid material.

5. Terms of Positive Covenant as eighthly referred to in the plan.

(a) The Proprietor of the lot burdened will allow stormwater and other surface water from adjacent urban areas to drain across the land through such open earthen drainage systems as the Proprietor of the lot burdened may construct.

(b) The Proprietor of the lot burdened will allow the Authority benefited access to the land for such periodical maintenance of the said drainage system as may be required.

(c) When the land is developed for any purpose other than rural the Proprietor of the lot burdened shall construct a staged drainage system generally in accordance with the approved drainage strategy for Easternview Estate prepared by SJE Consulting Engineers, Sheet Nos. 5C032-1 to 5C032-5 inclusive and further in accordance with plans prepared by the Proprietor of the lot burdened complying with all relevant Standards Association of Australian Codes, Albury City Council Policies and Codes of Engineering Construction and Practice applicable at that time.

6. Name of person empowered to release vary or modify the restriction on use of land as fifthly and sixthly referred to in the plan :-

Site Investments and or such other person or company nominated by Site Investments in writing for that purpose and if Site Investments shall no longer be the registered proprietor of any of the lots comprised in the 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 Lot having the benefit of the restrictions.

The terms of the covenants hereby created shall expire and be of no further force and effect from the date expiring fifteen (15) years after the date of the registration of the deposited plan pursuant to which these restrictions are created.

7. Name of Authority empowered to release vary or modify the restriction on use of land as seventhly referred to in the plan: -

Albury City Council

APPROVED BY THE COUNCIL OF THE CITY OF ALBURY

Authorised Officer

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

ePlan

Plan: DP1082078

Plan of Subdivision of Lot 326 in DP 1063252 covered by Council's Certificate No. 3939 dated 22 APRIL 2005

7. **Name of Authority empowered to release vary or modify the restriction on use of land as seventhly referred to in the plan: -**

   Albury City Council

Executed by SITE INVESTMENTS PTY LIMITED (A.C.N. 101 787 017) in accordance with the Corporations Act 2001:

Signature of Witness

LIZ ARCIULI
Name of Witness (BLOCK LETTERS)

6/9 Linsley St Gladesville
Address and Occupation of Witness
Receptionist

KEVIN FRANCIS SHANAHAN - Director

GRETEL FRANCINA SHANAHAN-Director

Signed in my presence by The Authorised Person, Albury City Council (Dominant Authority of Easement Released) who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Occupation of Witness

SIGNATURE AUTHORISED PERSON

NAME

POSITION

APPROVED BY THE COUNCIL OF THE CITY OF ALBURY

Authorised Officer

REGISTERED 14.6.2005

Planning Certificate Section 10.7(2)

Certificate Number: 38953

Date Issued: 10/05/2023

Applicant Details:

Lisa Spinelli Solicitor
PO Box 7191
EAST ALBURY NSW 2640

Applicant Reference:
Parcel Number: 42351

Property Details:

Title Details: LOT: 344 DP: 1082078
Property Address: 10 Civitina Place EAST ALBURY NSW 2640

Section 209 and Schedule 2 to the Environmental Planning and Assessment Regulation 2021, issued under the *Environmental Planning and Assessment Act 1979 (Act)*

1. Names of relevant planning instruments and development control plans

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

Albury Local Environmental Plan 2010 (Gazetted 13/8/2010)
The consolidated Albury Local Environmental Plan 2010 is the principal statutory planning instrument to guide planning decisions for the Albury Local Government area.
An electronic version is available at: https://legislation.nsw.gov.au/view/html/inforce/current/epi-2010-0433#statusinformation

Albury Development Control Plan 2010 (Adopted 13/08/2010)
The Albury Development Control Plan 2010 contains detailed planning controls that set out the guidelines and considerations against which development proposals can be consistently measured and assessed for determination purposes for the Albury Local Government Area.
An electronic version is available at: https://www.alburycity.nsw.gov.au/property/plan/planning-controls/albury-development-control-plan-2010

State Environmental Planning Policies
Full copies of each State Environmental Planning Policy are available online at NSW Legislation website: https://legislation.nsw.gov.au/browse/inforce#/epi/title/s

State Environmental Planning Policy No.65 (Design Quality of Residential Apartment Development) 2002
State Environmental Planning Policy (BASIX) 2004
State Environmental Planning Policy (Exempt and Complying Development) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts – Regional) 2021

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Planning Proposal - Albury Conservation Zoned Lands Review
This Planning Proposal seeks to implement Conservation Zone amendments (proposed additions or removal) informed by an ecological assessment. A map of the proposed changes is available to view at the following webpage https://www.haveyoursay.alburycity.nsw.gov.au/conservation-zoned-lands-review
The proposed changes primarily address mapping anomalies where zoning does not line up with property boundaries or does not reflect environmental attributes on the ground. Public exhibition closed on 1 February 2023 and submissions received are now being considered. The outcomes of this process is to be reported to Council in mid to late 2023.

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if:

(a) It has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(b) for a proposed environmental planning instrument – the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section:

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environment plan.

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described:

(a) the identity of the zone, whether by reference to:

(i) a name such as “Residential Zone” or “Heritage Area”, or

(ii) a number (such as “Zone No 2 (a)”,

Zone: R1 - General Residential Zone

(b) the purposes for which development in the zone

(i) may be carried out without development consent

Refer to Appendix A

(ii) may not be carried out except with development consent

All permitted development (construction and/or use) in this zone requires approval (development consent or complying development certificate) unless it is permitted without consent or, if listed as Exempt Development in State Environmental Planning Policy (Exempt & Complying Development Codes) 2008 or where relevant in Clause 3.1 of Albury LEP 2010 (Refer to Appendix A). The demolition of all houses and most buildings or structures on the land require development consent unless it is Exempt Development.

(iii) is prohibited

Refer to Appendix A

(c) whether additional permitted uses apply to the land

None apply

(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions

This land is subject to the planning provisions of clause 4.1-Minimum Subdivision Lot Size of the Albury Local Environment Plan 2010 and the relevant requirements of the Albury Development Control Plan 2010.

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*

None apply

(f) whether the land is in a conservation area, however described

None apply

(g) whether an item of environmental heritage, however described, is located on the land

None apply

3. Contributions plans

(1) *The name of each contribution plan under the Act, Division 7.1 applying to the land, including draft contribution plans:*

Section 94 Development Servicing Plan, March 2005 as amended. This plan details charges to be levied on development, lodged prior to 30 June 2014.

Section 64 Development Servicing Plan, July 2004 as amended. This plan details charges to be levied on development, lodged prior to 30 June 2014.

Albury Infrastructure Contributions Plan 2014. This plan details the Local Infrastructure Contributions, including Section 64 contributions, Section 7.11 (formerly Section 94) contributions or Section 7.12 (formerly Section 94A contributions), to be levied on development and complying development lodged from 1 July 2014, to meet the cost of new and upgraded Local Infrastructure, Water and Wastewater Management Works. The *Albury Infrastructure Contributions Plan 2014* is available to view on Council's website: https://www.alburycity.nsw.gov.au

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area:

None apply

4. Complying development

(1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environment Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18 (1) (c3) and 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reason why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that:

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Does this apply to the land?

Housing Code
Complying Development may be carried out on the land under the Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, including Clause 3.5 Complying development on flood control lots.

Complying Development may be carried out on the land under the Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, including Clause 3.4 Complying development on bush fire prone land.

Rural Housing Code
Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

Low Rise Housing Diversity Code
Complying Development may be carried out on the land under the Low Rise Housing Diversity Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, including Clause 3B.5 Complying development on flood control lots.

Complying Development may be carried out on the land under the Low Rise Housing Diversity Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, including Clause 3B.4 Complying development on bush fire prone land.

Greenfield Housing Code
Complying Development may not be carried out under the Greenfield Housing Code as the subject land is not within the designated Greenfield Housing Code Area.

Inland Code
Complying Development may be carried out on the land under the Inland Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, including Clause 3D.7 Complying development on flood control lots.

Complying Development may be carried out on the land under the Inland Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, including Clause 3D.6 Complying development on bush fire prone land.

Housing Alterations Code
Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, including Clause 4.4A (b) regarding flood control lot.

Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, including Clause 4.6A Development standards for bush fire prone land.

General Development Code
Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Demolition Code
Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Commercial and Industrial Alterations Code
Complying Development may be carried out on the land under the Commercial and Industrial Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Container Recycling Facilities Code
Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

Subdivision Code
Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Commercial and Industrial (New Building and Additions) Code
Complying Development may not be carried out under the Commercial & Industrial (New Buildings and Additions) Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

Fire Safety Code
Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

5. Exempt Development

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that:

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extend to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to that land.

Does this apply to the land?

There is no land within the Albury local government area identified:

1.16(1)(b1) as a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 https://legislation.nsw.gov.au/view/html/inforce/current/act-2016-063, or

declared critical habitat under Part 7A of the Fisheries Management Act 1994 https://legislation.nsw.gov.au/view/html/inforce/current/act-1994-038, and

1.16(1)(b2) as, or part of, a wilderness area (within the meaning of Wilderness Act 1987 https://legislation.nsw.gov.au/view/html/inforce/current/act-1987-196), and

1.16(1)(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.

1.16A within 18 kilometres of Siding Spring Observatory.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying

Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land

6. Affected building notices and building product rectification order

(1) Whether the council is aware that:

(a) an affected building notice is in force in relation to the land, or

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

Does this apply to the land?
None that council is aware of

(2) In this section:

Affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

Building product rectification order has the same meaning as the Building Products (Safety) Act 2017.

7. Land reserved for acquisition

(1) Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

Does this apply to the land?
None apply

8. Road widening and road realignment

(1) Whether the land is affected by road widening or road realignment under:

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

(b) an environmental planning instrument, or

(c) a resolution of the council.

Does this apply to the land?
The land is not in close proximity to the ring road.

The land is not affected by road widening or road re-alignment under Division 2 or Part 3 of the Roads Act 1993 or a resolution by Albury City Council.

9. Flood related development controls information

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Does this apply to the land?
Flood Planning Area
This land is identified as a Flood Planning Area and is subject to the planning provisions of clause 5.21 Flood Planning of the Albury Local Environmental Plan 2010 and Part 6 Planning for Hazards of the Albury Development Control Plan 2010. AlburyCity's Development Engineers should be consulted to ascertain whether a minimum floor level will apply. Other notations upon the Certificate of Title may also refer to specific minimum floor levels for new development.

(3) In this section:

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

10. Council and other public authority policies on hazard risk restrictions

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Contaminated Land:
The council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.

(2) In this section:

adopted policy means a policy adopted:

(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

Does this apply to the land?
All of land is bushfire prone

Bushfire Area - Vegetation Buffer
This land is identified as being within a Bushfire Prone Land - Vegetation Buffer. All development is to be in accordance with the Rural Fire Service Guideline "Planning for Bushfire Protection 2019". Available at www.rfs.nsw.gov.au

12. Loose-fill asbestos insulation

(1) If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

Does this apply to the land?
None apply

13. Mine subsidence

(1) Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

Does this apply to the land?
This land is not proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017.*

14. Paper subdivision information

(1) The name of a development plan adopted by a relevant authority that:

(a) applies to the land, or

(b) is proposed to be subject to a ballot.

(2) The date of a subdivision order that applies to the land.

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

Does this apply to the land?
None apply

15. Property vegetation plans

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

Does this apply to the land?
None apply

16. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

Does this apply to the land?
None that council is aware of

Note: Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995,* Part 7A that are taken to be biodiversity stewardship agreements under *Biodiversity Conservation Act 2016,* Part 5.

17. Biodiversity certified land

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016,* Part 8, a statement to that effect.

Does this apply to the land?
Yes, applies. The Minister of Climate Change and the Environment has by Order Conferring biodiversity certification on the Albury Local Environmental Plan 2010 (except where amended by Biodiversity Certification of Environmental Planning Instruments Order 2017 dated 21 November 2017) conferred Biodiversity Certification on the subject land on 16 February 2011. Biodiversity Certification takes effect from the date of publication of this Order in the Government Gazette, being 25 February 2011, and following extension on 15 February 2021, shall remain in force for a period of up to five years, expiring on 24 February 2026.

Note: Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995,* Part 7AA that are taken to be certified under the *Biodiversity Conservation Act 2016,* Part 8.

18. Orders under *Trees (Disputes Between Neighbours) Act 2006*

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

Does this apply to the land?
None that council is aware of

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

(1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or previous owner, of the land has given written consent to the land being subject to annual charges under the *Land Government Act 1993,* section 496B, for coastal protection services that relate to existing coastal protection works.

Does this apply to the land?
None apply

(2) In this section:

existing coastal protection works has the same meaning as the *Local Government Act 1993,* section 553B.

Note: Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts – Western Parkland City)* 2021, Chapter 4 the land is:

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
(b) shown on the Lighting Intensity and Wind Shear Map, or
(c) shown on the Obstacle Limitation Surface Map, or
(d) in the "public safety area" on the Public Safety Area Map, or
(e) in the "3 kilometre wildlife buffer zone" or the "13 Kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

Does this apply to the land?
None apply

21. Development consent conditions for seniors housing

If *State Environment Planning Policy (Housing)* 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

Does this apply to the land?
None that council is aware of

22. Site compatibility certificates and development consent conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate:

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

(2) If *State Environmental Planning Policy (Housing)* 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

Does this apply to the land?
None that council is aware of

(4) In this section:

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009.*

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act-if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

None apply

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued,

None apply

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act-if it is the subject of such an approved proposal at the date when the certificate is issued,

None apply

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued,

None apply

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act-if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

None apply

NOTATIONS:

Threatened Species

None apply

Other Development Constraints

State Environmental Planning Policy (Biodiversity and Conservation) 2021 - Chapter 5 'River Murray lands' (formerly Murray Regional Environmental Plan No 2 - Riverine Land) applies to this land.

GENERAL COMMENTS

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

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

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

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

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

David Christy

Service Leader City Development

Infrastructure, Planning and Environment

R1 – GENERAL RESIDENTIAL ZONE

Land Use Table

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

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

2. **Permitted without consent**

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

3. **Permitted with consent**

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

4. **Prohibited**

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

Development in the R1 General Residential Zone

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

20.2012.27859-1

AlburyCity

Plan of House Drainage

PF 42351

Date: 12/12/2012

Record/ ~~Drainage Plan No:~~ PF 42351 R1 (Office Use Only)

Lot No: 344 House No: 10

Approval No: 12.2012.~~3[illegible]~~.1 28399

Address of Property: CIVITINA PLACE

User Code: 1

Suburb: EAST ALBURY

Junction about: _____ metres from downstream -

Licence No: 207534C

MH No: NA

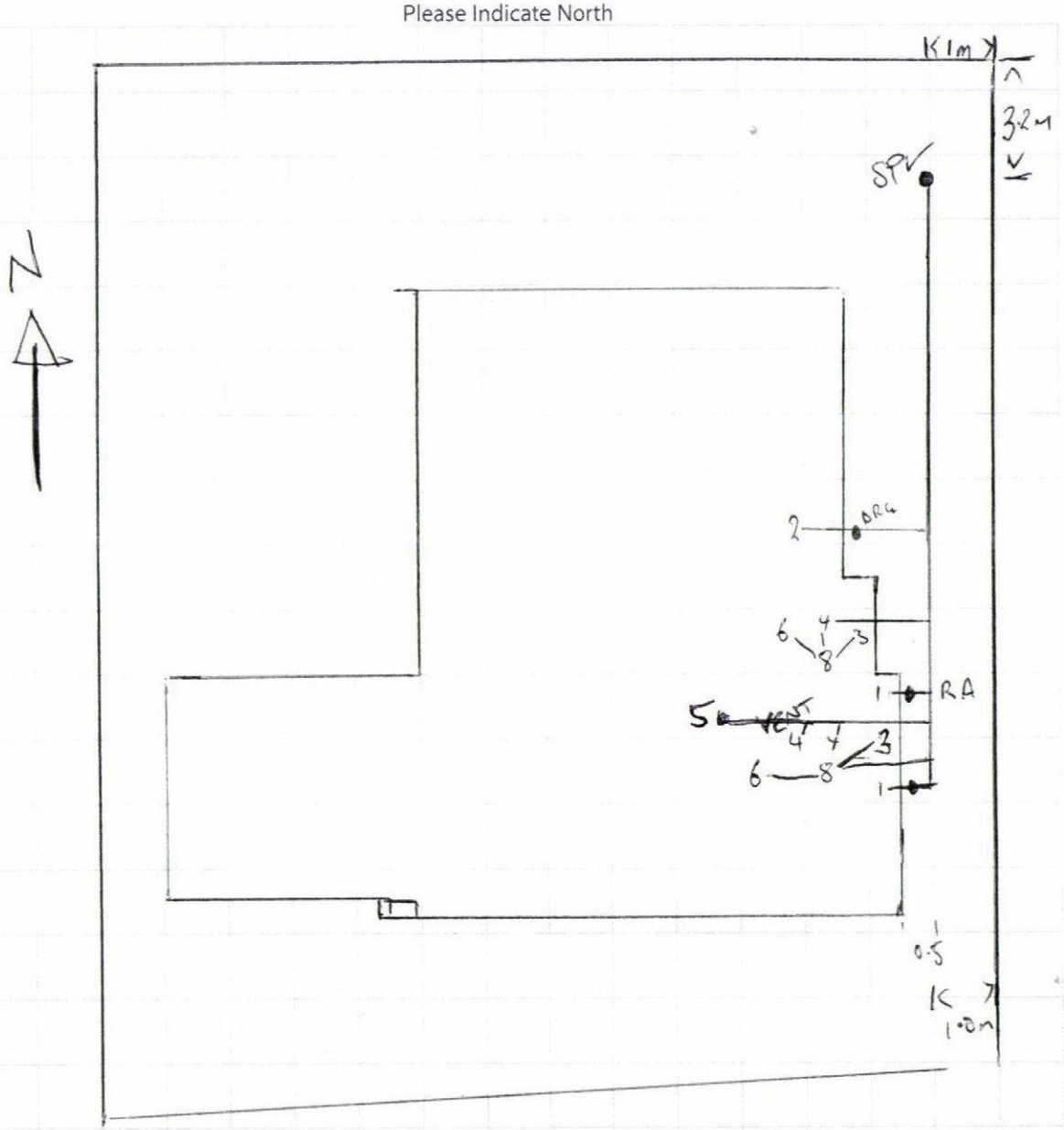
Sewer Connection Point Details: 45° DB 1.0 SQJ.

Approx Depth: 1.5m

B....Bend
BT....Boundary Trap
CIP....Cast Iron Pipe
DT....Disconnector Trap
EV....Educt Vent
ORG....Overflow Relief Gully
GST....Gully Silt Trap
GT....Gully Trap
GRT....Grease Trap
IB....Inspection Bend
IJ....Inspection Junction
IP....Inspection Pipe
IV....Induct Vent
MH....Manhole
PVC...PVC
RA....Rodding Access
SPV....Standard Property Vertical
SVP....Soil Vent Pipe
VS....Vented Stack
V....Vertical
VCP....Vitrified Clay Pipe

WC.	1
Tubs.	2
Bath.	3
Basin.	4
Sink.	5
Shower.	6
Urinal.	7
FWG	8
.....	9
.....	10

Please Indicate North



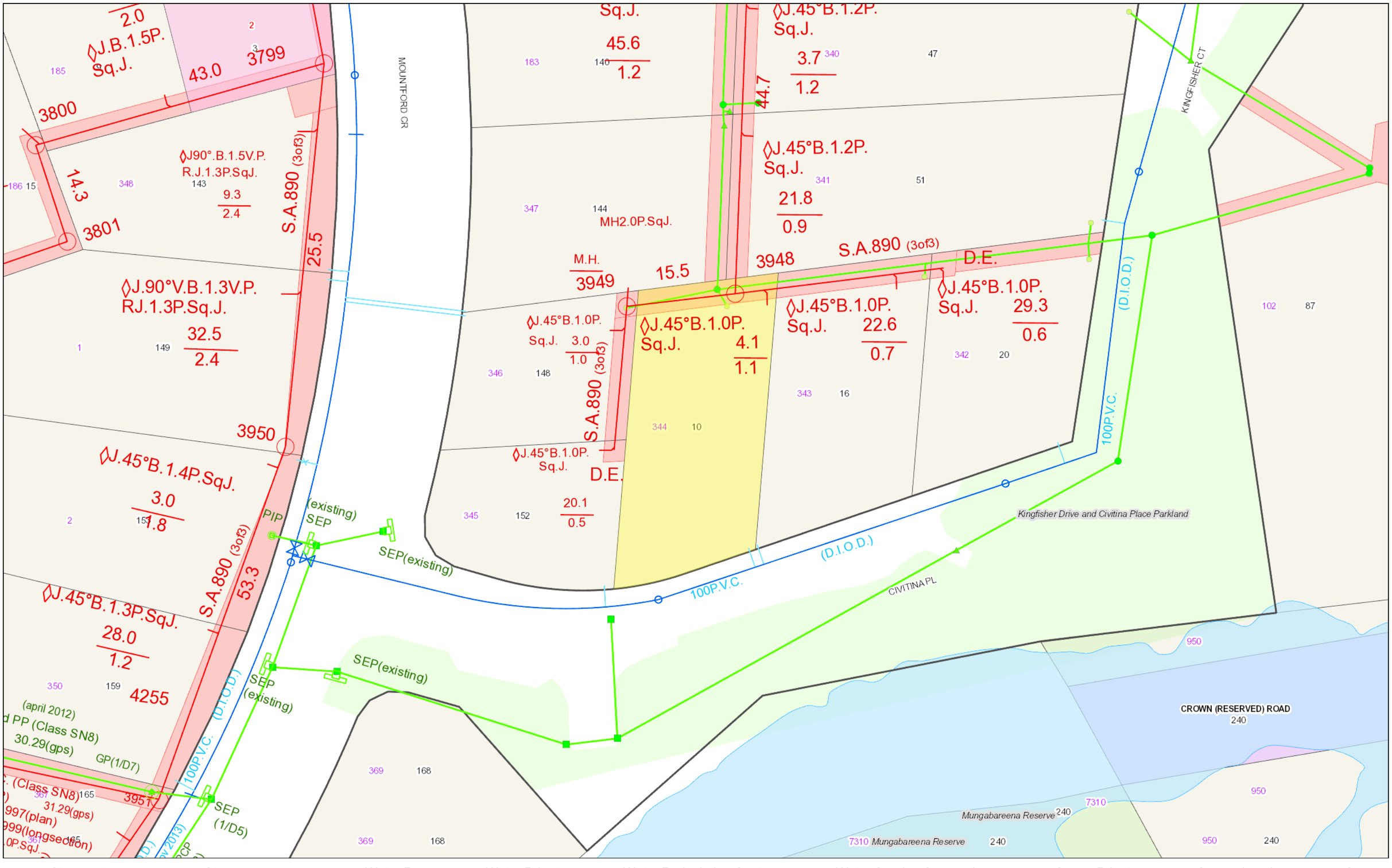
AlburyCity cannot guarantee the accuracy of this plan.

Plan drawn and submitted by licensed drainer/plumber

Name: CLINTON LOWE (Print Please)

Signature:

AlburyCity Customer Service Centre
Ph: (02) 6023 8111



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

DISCLAIMER
Whilst all care has been taken in the preparation of this cadastral base map, AlburyCity accepts no responsibility for the accuracy of any information shown. Users should rely on their own enquiries in order to validate information shown on this map.
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Water, Sewer & Stormwater Details

MAP GRID AUSTRALIA, ZONE 55
TRANSVERSE MERCATOR PROJECTION
HORIZONTAL DATUM: GEODETIC DATUM AUSTRALIA 1994
VERTICAL DATUM: AUSTRALIAN HEIGHT DATUM 1972

SCALE:	1:500 @ A3L
GENERATED BY:	Jenny.Rowland
DATE:	May 10, 2023, 12:52 PM

10 Civitina Place

Metres 10 20 30

AlburyCity

AlburyCity

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	**08d8fa49**
Property Address:	**10 CIVITINA PLACE EAST ALBURY**
Date of Registration:	**10 May 2023**
Type of Pool:	**An outdoor pool that is not portable or inflatable**
Description of Pool:	**In ground**

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance

IPERMIT
BUILDING APPROVALS

Level 1, 3/556 Macauley Street
Albury NSW 2640
(p): (02) 6054 1879
(e): admin@ipermitba.com.au

ABN: 95639088216

OCCUPATION CERTIFICATE - 2020-0262/01 - WHOLE - 2020-0262/01 (RESIDENTIAL)

Issued under Part 6 and 8 Division 3 of the Environmental Planning and Assessment Act 1979 Sections 6.3 and 6.5 (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant:	Farrugia Building
Address:	85 Woolshed Drive, Thurgoona NSW 2640
Phone:	
Fax:	

OWNER DETAILS

Name of the person having benefit of the development consent:	Luke & Nicole Restall
Address:	10 Civitina Place, East Albury NSW 2640
Phone:	0419 961 443

RELEVANT CONSENTS

Consent Authority / Local Government Area:	Albury City Council
Complying Development Certificate Number:	2020-0262/01
Decision Made Under:	SEPP (Exempt and Complying Development Codes) 2008 - Inland Code

PROPOSAL

Address of Development:	10 Civitina Place, East Albury NSW 2640
Lot:	344
DP:	DP1082078
Type of Occupation Certificate:	Whole
Building Classification:	10b
Scope of Building Works Covered by this Notice:	Installation of Swimming Pool and Swimming Pool Safety Barrier
Fire Safety Schedule:	N/A
Exclusions:	Nil

PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority:	Robert Landman
Accreditation Body:	Department of Fair Trading BDC2016

DETERMINATION

Approval Date:	22/02/2022

I, Robert Landman, as the certifying authority, certify that:

- *I have been appointed as the Principal Certifying Authority under s6.5;*
- *A current Development Consent or Complying Development Certificate is in force with respect to the building;*
- *A Complying Development Certificate has been issued with respect to the plans and specifications for the building;*
- *The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;*
- *Where required, a final Fire Safety Certificate has been issued for the building;*
- *Where required, a report from the Commissioner of Fire Brigades has been considered.*



Robert Landman

IPERMIT
BUILDING APPROVALS

Level 1, 3/556 Macauley Street
Albury NSW 2640
(p): (02) 6054 1879
(e): admin@ipermitba.com.au

ABN: 95639088216

N.B. Right of Appeal: Under s109K, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.

Certificate in respect of insurance for residential building work

Policy No: HBCF20043926
Policy Date: 02/09/2020

A contract of insurance complying with sections 92 and 96 of the ***Home Building Act 1989*** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the ***State Insurance and Care Governance Act 2015.***

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	Swimming Pools
Description of construction as advised by builder^	installation of new fibre glass swimming pool
At	
	10 Civitina Place
	East Albury New South Wales 2640
Site plan number^	NA
Site plan type^	NA
Homeowner	Luke and Nicole Restall
Carried out by	Bradley Keith Farrugia
Licence number	228471C
Builder job number^	36587
Contract amount^	$38,326.00
Contract date^	28/07/2020
Premium paid	$200.00
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	$239.80

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No: HBCF20043926
Issued on: 02/09/2020

Nathan Agius, General Manager, General Lines Underwriting
Signed on behalf of the insurer

icare HBCF

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

hbcf Certificate of Insurance © State of New South Wales through NSW Self Insurance Corporation 2019