

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	CLK First National Real Estate Echuca Moama 172 Hare Street Echuca, VIC 3564	phone: (03) 5482 2111
co-agent		
vendor	Murray River Council 20 Tualka Terrace, Moulamein, NSW 2733	
vendor's solicitor	EC Property Lawyers Level 1, 410 Church Street, NORTH PARRAMATTA, NSW 2151	phone: 02 9890 2788 email: karl@ecls.net.au ref: 24150354
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	56 TEDDYS LANE BARHAM NSW 2732 LOT 7 SECTION SP77246, 11 DEPOSITED PLAN SP77246, 21 Folio Identifier 7/SP77246, 11/SP77246, 21/SP81069, 22/SP81069, 25/SP87611	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> 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	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price deposit balance	_____ (10% of the price, unless otherwise stated)
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."

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

**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):

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input checked="" type="checkbox"/> 60 Special Conditions
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes 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.

### **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.

## 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:**

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **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.**

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 –
- |                               |   |
|-------------------------------|---|
| <i>adjustment date</i>        | the earlier of the giving of possession to the purchaser or completion;   |
| <i>adjustment figures</i>     | details of the adjustments to be made to the price under clause 14;   |
| <i>authorised Subscriber</i>  | a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;   |
| <i>bank</i>                   | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;  |
| <i>business day</i>           | any day except a bank or public holiday throughout NSW or a Saturday or Sunday;   |
| <i>cheque</i>                 | a cheque that is not postdated or stale;  |
| <i>clearance certificate</i>  | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;   |
| <i>completion time</i>        | the time of day at which completion is to occur;  |
| <i>conveyancing rules</i>     | the rules made under s12E of the Real Property Act 1900;  |
| <i>deposit-bond</i>           | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>   |
| <i>depositholder</i>          | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);  |
| <i>discharging mortgagee</i>  | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i>      | document relevant to the title or the passing of title;   |
| <i>ECNL</i>                   | the Electronic Conveyancing National Law (NSW);   |
| <i>electronic document</i>    | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronic transfer</i>    | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>FRCGW percentage</i>       | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);   |
| <i>FRCGW remittance</i>       | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;                                |
| <i>GST Act</i>                | A New Tax System (Goods and Services Tax) Act 1999;   |
| <i>GST rate</i>               | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);  |
| <i>GSTRW payment</i>          | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );  |
| <i>GSTRW rate</i>             | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);  |
| <i>incoming mortgagee</i>     | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>legislation</i>            | an Act or a by-law, ordinance, regulation or rule made under an Act;  |
| <i>manual transaction</i>     | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;  |
| <i>normally</i>               | subject to any other provision of this contract;  |
| <i>participation rules</i>    | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>party</i>                  | each of the vendor and the purchaser;   |
| <i>property</i>               | the land, the improvements, all fixtures and the inclusions, but not the exclusions;  |
| <i>planning agreement</i>     | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;  |
| <i>populate</i>               | to complete data fields in the <i>Electronic Workspace</i> ;  |



<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 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.

- 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*.

- 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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

## 6 Error or misdescription

- 6.1 *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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* 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 *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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.

## 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).

**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 *servicing* 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.



- 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.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- 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.

**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.

- 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.

**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.

1/56 TEDDYS LANE BARHAM NSW 2732

## **SPECIAL CONDITIONS**

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

**BETWEEN MURRAY RIVER COUNCIL (Vendor) and the Purchaser(s).**

**1. Notice to complete**

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

**2. Death or incapacity**

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

**3. Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

**4. Late completion**

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

## **5. Agent**

---

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

## **6. Deposit bond**

---

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

## **7. Electronic settlement**

---

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. The parties must

settle as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.

- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.
- 

8. a) The Purchaser acknowledges that the Council is the Vendor is authorised under section 713 of the Local Government Act 1993 ("the Act") to sell the property for unpaid rates and charges.
- 

b) The Purchaser acknowledges that pursuant to section 722 of the Act, on payment to the Vendor of the full settlement monies, the Vendor will convey or transfer the land to the Purchaser without any other authority than that conferred by the Act.

c) The Purchaser acknowledges that, pursuant to section 723 of the Act, a conveyance or transfer vests the land in the Purchaser for an estate in fee simple freed and discharged from all trusts, obligations, estates, interests, contracts and charges, and rates and charges under the Act or any other Act, but subject to (a) any reservations or conditions for the benefit of the Crown affecting the land, and (b) any easements, restrictive covenants, positive public covenants created in accordance with section 88D or 88e of the Conveyancing Act 1919 and public rights of way affecting the land.

d) The Purchaser acknowledges that the transfer does not operate at law until it is registered under the Real Property Act 1900 NSW.

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9. Paragraph 8.2.2 of the 2022 Contract of Sale for Land 2022 is deleted. The purchaser's rights following any termination is limited to recovery of the deposit and any other money paid by the purchaser under this contract, and otherwise in accordance with clauses 8.2.1 and 8.2.3 only.
- 

10. Where land is sold by auction, the auctioneer may refuse to accept any registration for bidding at the auction, or may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.

The auctioneer is not required to furnish to any person reasons for any such refusal.

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11. The vendor may refuse to accept any bid or any offer to purchase the property and is not required to furnish to any person reasons for any such refusal.



## ADDITIONAL SPECIAL CONDITIONS

12

The vendor provides no warranty as to use of land, the availability of water, access to water, the availability of power or access to power supply or to any utility services.

The property is sold subject to existing access rights.

The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.

13

The property is sold with vacant possession. The vendor may rescind this contract if vacant possession is not obtained on settlement or if settlement is extended, and at any time and upon the provision of 7 days written notice to the purchaser.

If the contract is rescinded pursuant to this clause, the purchaser may exercise its rights to terminate the contract and acknowledges special condition 9 herein.

14

All arrears of Council Rates and Charges will be paid on settlement as adjusted to the settlement date.

The Purchaser is liable to payment of Council Rates and Charges as applicable from the date of settlement only and not to arrears prior to the settlement date.

15.

### *THIS CLAUSE APPLIES ONLY TO MURRAY RIVERS EDGE PROPERTIES*

Murray Rivers Edge properties are subject to body corporate fees and levies. All arrears of body corporate fees and levies will be paid on settlement as adjusted to the settlement date.

The purchaser is liable to body corporate fees and levies as applicable from the date of settlement only and not to arrears prior to the settlement date.

The purchaser must make its own inquiries with the strata management as to the amount payable for body corporate fees and levies as applicable from the settlement date - contact details are disclosed on page 4 of applicable Murray Rivers Edge Contracts.

16

Standard provision 19.2.3 of the Contract is deleted.



FOLIO: CP/SP77246

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SEARCH DATE	TIME	EDITION NO	DATE
24/5/2024	1:34 PM	5	15/1/2013

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 77246  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BARHAM  
LOCAL GOVERNMENT AREA MURRAY RIVER  
PARISH OF BARHAM COUNTY OF WAKOOL  
TITLE DIAGRAM SP77246

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 77246  
ADDRESS FOR SERVICE OF DOCUMENTS:  
MURRAY EDEN RETIREMENT VILLAGE  
56 TEDDY'S LANE  
BARHAM  
NSW 2732

SECOND SCHEDULE (10 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE  
STRATA PLAN
- 3 DP648542 EASEMENT FOR WATER SUPPLY , DRAINAGE, TELECOM AND  
ELECTRICITY 6 WIDE APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 4 DP833405 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART  
SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 5 DP1079913 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 6 DP1079913 RIGHT OF ACCESS 6 METRE(S) WIDE AFFECTING THE PART(S)  
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1094283 RIGHT OF ACCESS VARIABLE WIDTH APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 8 DP1094283 EASEMENT FOR UNDERGROUND POWERLINES 2 AND 4 METRE(S)  
WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE  
TITLE DIAGRAM
- 9 SP79372 INITIAL PERIOD EXPIRED
- 10 AE686266 CHANGE OF BY-LAWS

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP77246

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2265)

STRATA PLAN 77246

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 170	2	- 130	3	- 170	4	- 150
5	- SP79372	6	- SP81069	7	- 1	8	- SP81069
9	- SP81069	10	- SP87611	11	- 1		

STRATA PLAN 79372

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
12	- 150	13	- 110	14	- 110	15	- 170
16	- 160						

STRATA PLAN 81069

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
17	- 180	18	- 165	19	- 115	20	- 180
21	- 1	22	- 1				

STRATA PLAN 87611

LOT	ENT	LOT	ENT	LOT	ENT
23	- 170	24	- 130	25	- 1

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

24150354

PRINTED ON 24/5/2024

\* 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.



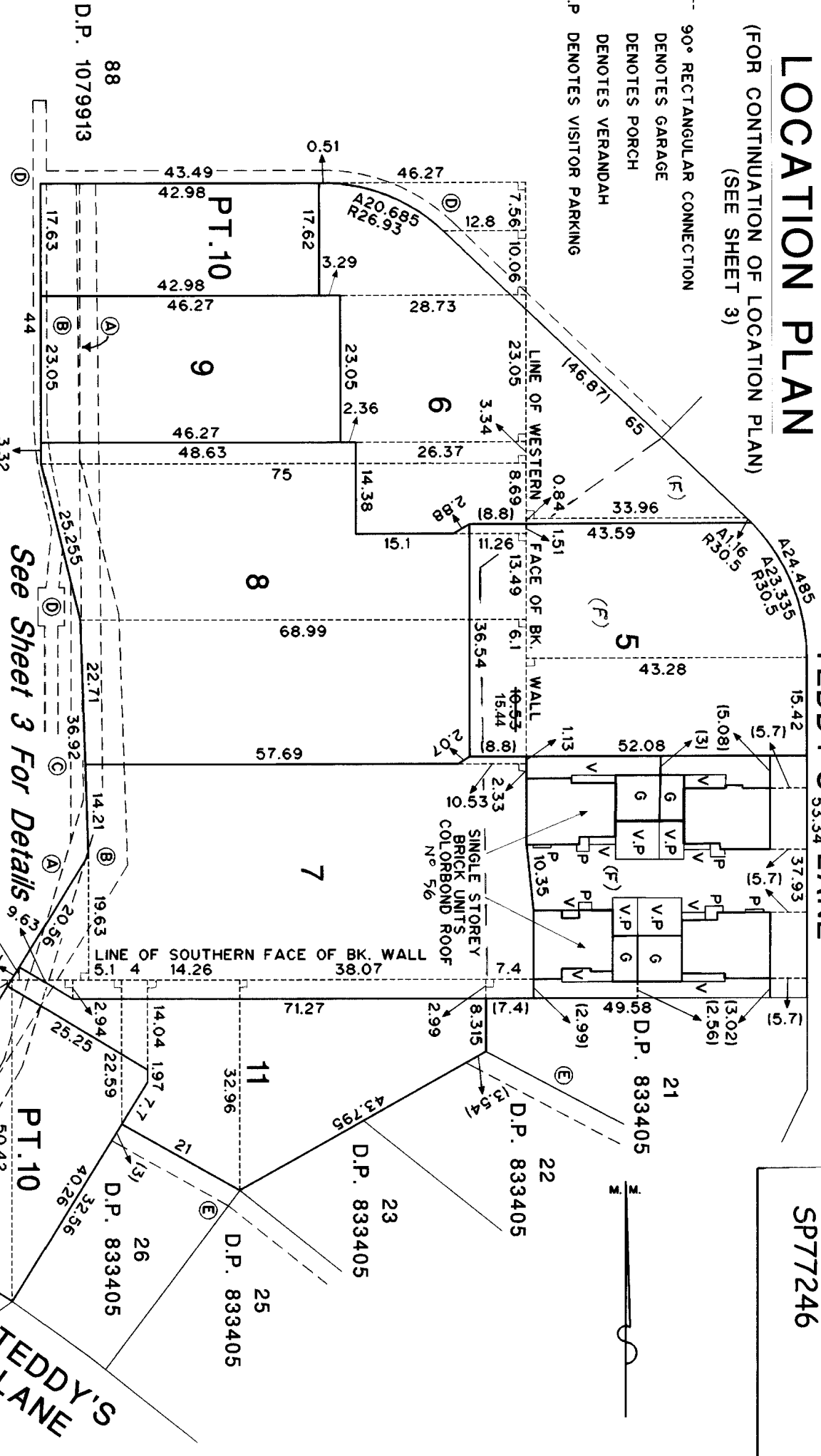
# LOCATION PLAN

(FOR CONTINUATION OF LOCATION PLAN)  
 (SEE SHEET 3)

**TEDDY'S LANE**  
 53.34

**SP77246**

- 90° RECTANGULAR CONNECTION
- G DENOTES GARAGE
- P DENOTES PORCH
- V DENOTES VERANDAH
- V/P DENOTES VISITOR PARKING



*See Sheet 3 For Details*

- (A) EASEMENT FOR DRAINAGE OF WATER  
3 METRES WIDE - D.P. 1079913
- (B) RIGHT OF ACCESS 6 METRES  
WIDE - D.P. 1079913
- (C) RIGHT OF ACCESS VARIABLE  
WIDTH - D.P. 1094283
- (D) EASEMENT FOR UNDERGROUND  
POWERLINES 2 & 4 METRES WIDE  
- D.P. 1094283
- (E) EASEMENT TO DRAIN SEWAGE  
3 METRES WIDE - D.P. 833405
- (F) RESTRICTION ON THE USE OF

Reduction Ratio  
 1 : 600

Lengths are in metres

*A.S. Mitchell*  
 Registered Surveyor

*Clayton*  
 Authorised Person/General Manager/Accredited Certifier

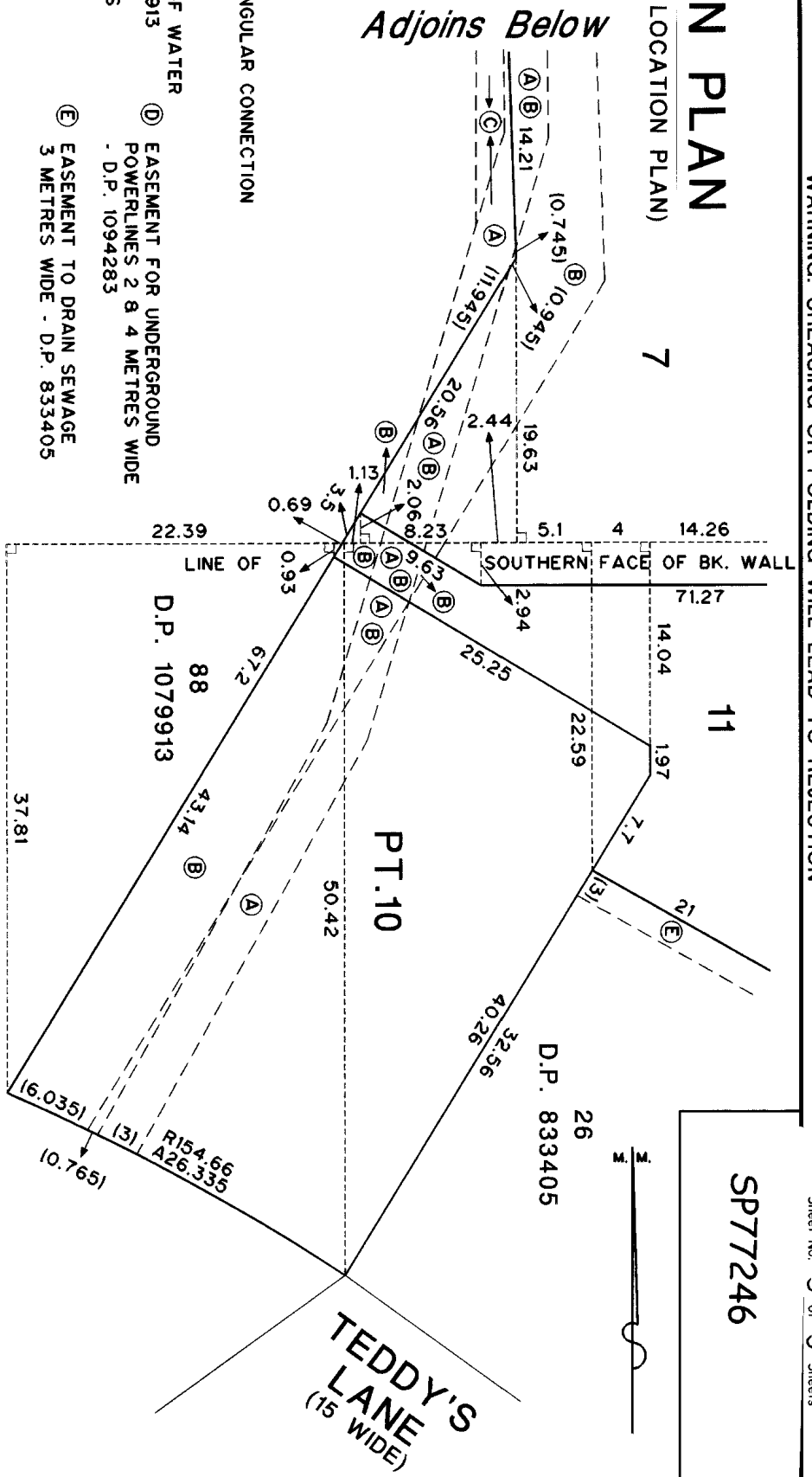
SURVEYORS REFERENCE: 9773/05-06/2006 (CHECKLIST)

# LOCATION PLAN

(CONTINUATION OF LOCATION PLAN)

7

SP77246

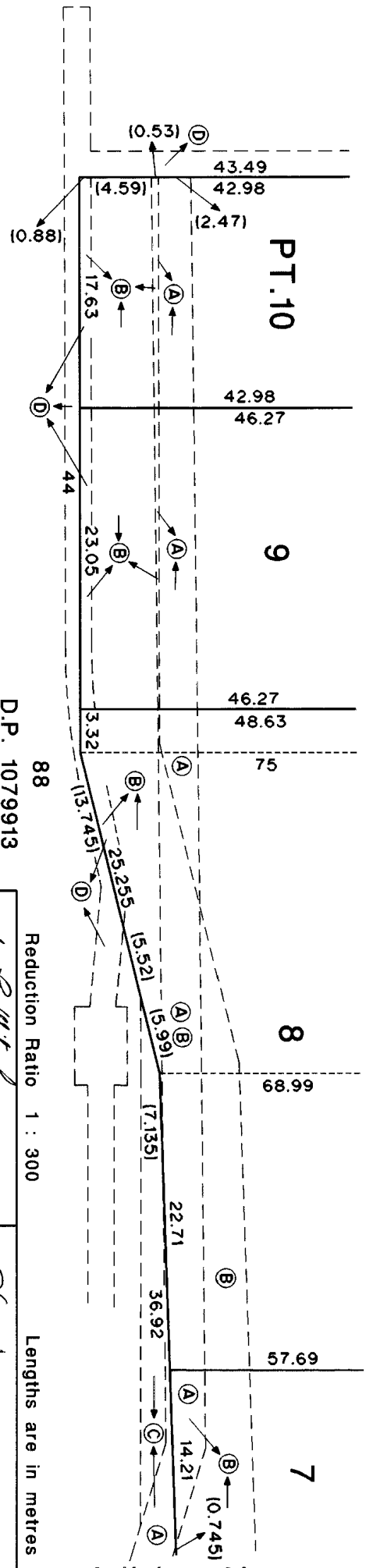


90° RECTANGULAR CONNECTION

Adjoins Below

Adjoins Above

- Ⓐ EASEMENT FOR DRAINAGE OF WATER 3 METRES WIDE - D.P. 1079913
- Ⓑ RIGHT OF ACCESS 6 METRES WIDE - D.P. 1079913
- Ⓒ RIGHT OF ACCESS VARIABLE WIDTH - D.P. 1094283
- Ⓓ EASEMENT FOR UNDERGROUND POWERLINES 2 & 4 METRES WIDE - D.P. 1094283
- Ⓔ EASEMENT TO DRAIN SEWAGE 3 METRES WIDE - D.P. 833405



Reduction Ratio 1 : 300

Lengths are in metres

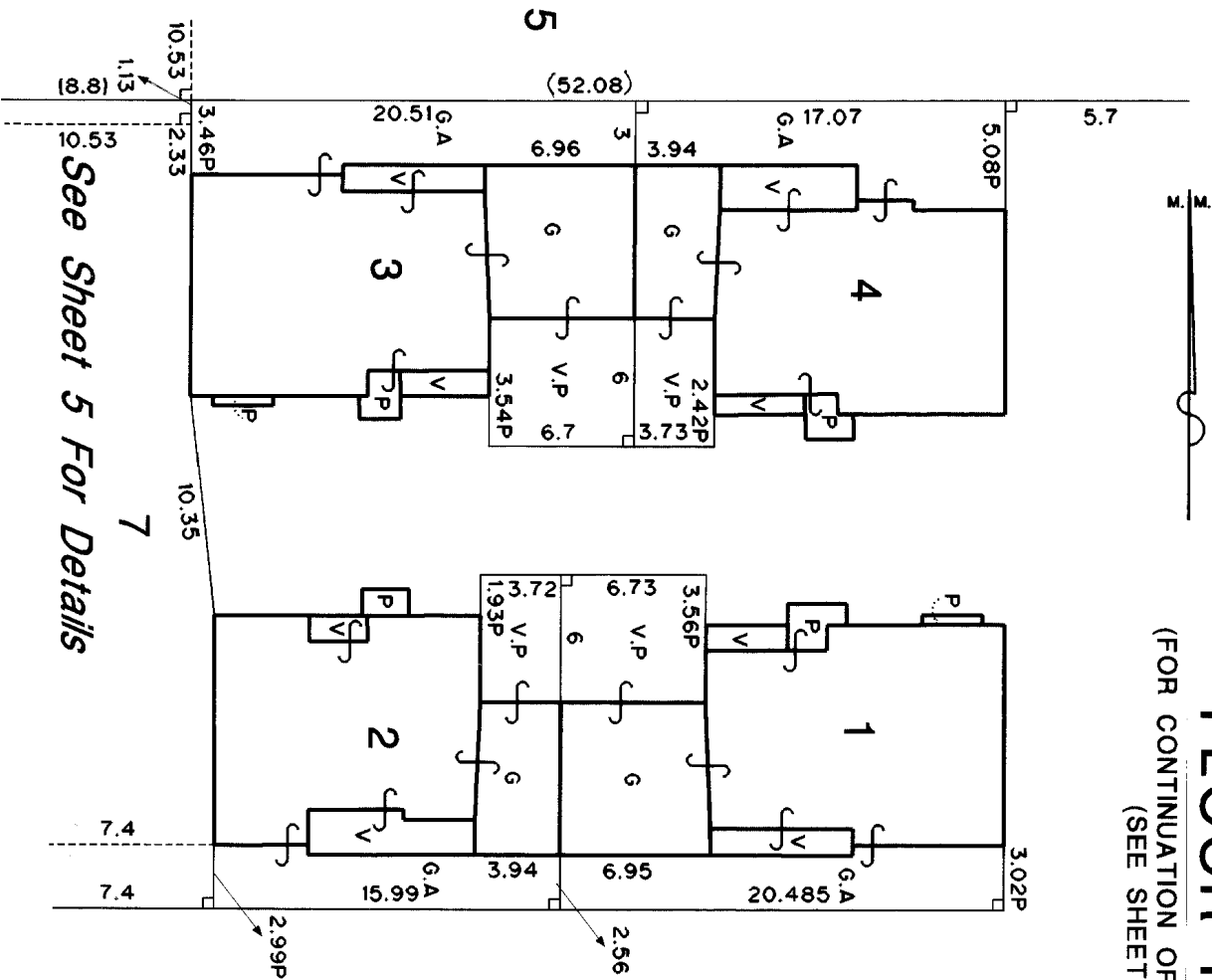
*B. F. McLeod*  
Registered Surveyor

*Sheep*  
Authorised Person/General Manager/Accredited Certifier

# FLOOR PLAN

(FOR CONTINUATION OF FLOOR PLAN)  
(SEE SHEET 5)

SP77246



DISTANCES SHOWN 4.56P DENOTE CONNECTION TO LOT BOUNDARY ON PROLONGATION OF OUTSIDE FACE OF BRICK WALL

┌ 90° RECTANGULAR CONNECTION

G DENOTES GARAGE

G.A DENOTES GARDEN AREA

P DENOTES PORCH

V DENOTES VERANDAH

V.P DENOTES VISITOR PARKING

GARAGES, PORCHES & VERANDAHS ARE ROOFED

THE EDGE OF CONCRETE IS THE BOUNDARY OF PORCHES & VERANDAHS

GARDEN AREAS AND VISITORS PARKING ARE LIMITED TO A HEIGHT OF 7 METRES ABOVE AND 2 METRES BELOW THE UPPER SURFACE OF THE CONCRETE SLAB OF THE RESPECTIVE UNIT TO WHICH THEY ADJOIN

### SCHEDULE OF AREAS (m<sup>2</sup>)

LOT	UNITS, PORCHES & VERANDAHS	GARDEN AREAS	GARAGES	VISITOR PARKING	TOTAL
1	148	56	49	40	293
2	137	43	28	22	230
3	168	44	49	40	301
4	140	64	28	22	254

Reduction Ratio 1: 250

Lengths are in metres

*B. P. Mould*

Registered Surveyor

*Clark*

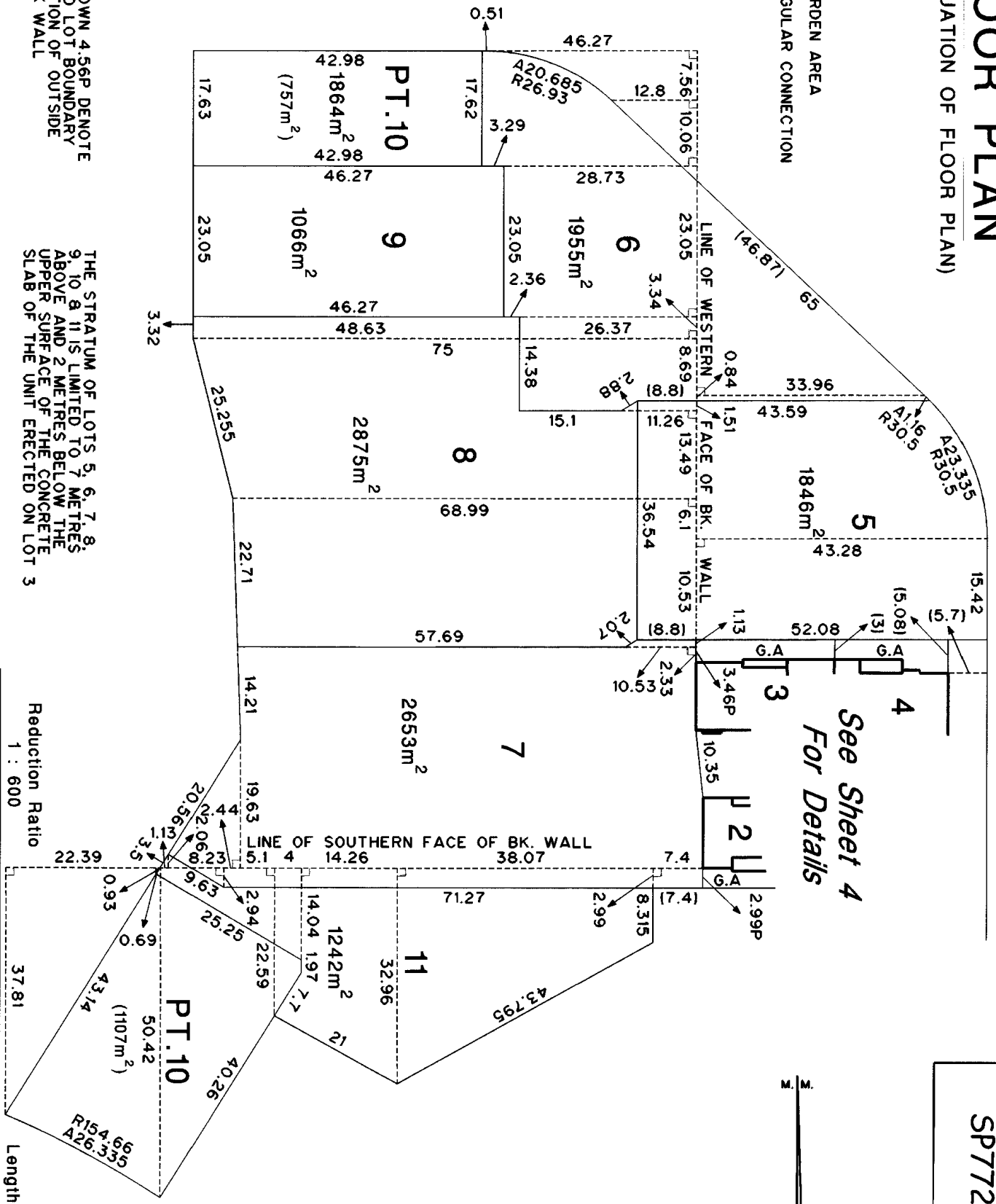
Authorised Person/General Manager/Accredited Certifier

# FLOOR PLAN

(CONTINUATION OF FLOOR PLAN)

SP77246

G.A DENOTES GARDEN AREA  
 90° RECTANGULAR CONNECTION



DISTANCES SHOWN 4.56P DENOTE CONNECTION TO LOT BOUNDARY ON PROLONGATION OF OUTSIDE FACE OF BRICK WALL

THE STRATUM OF LOTS 5, 6, 7, 8, 9, 10 & 11 IS LIMITED TO 7 METRES ABOVE AND 2 METRES BELOW THE UPPER SURFACE OF THE CONCRETE SLAB OF THE UNIT ERECTED ON LOT 3

Reduction Ratio  
 1 : 600

Lengths are in metres

*B. J. Mitchell*  
 Registered Surveyor

*Clark*  
 Authorised Person/General Manager/Accredited Certifier



**PLAN FORM 1**

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.

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

- EASEMENT FOR WATER SUPPLY, DRAINAGE, TELECOM & ELECTRICITY 6 METRES WIDE.

*Handwritten signature: J. L. ...*

Signature of Surveyor, the Faculty, dated 09th of September 1993. The above plan was prepared by the Surveyor in accordance with the provisions of the Survey Act 1981 and the Survey Regulation 1983.

*Handwritten signature: K. M. ...*  
 KENTLEY  
 REGISTRAR

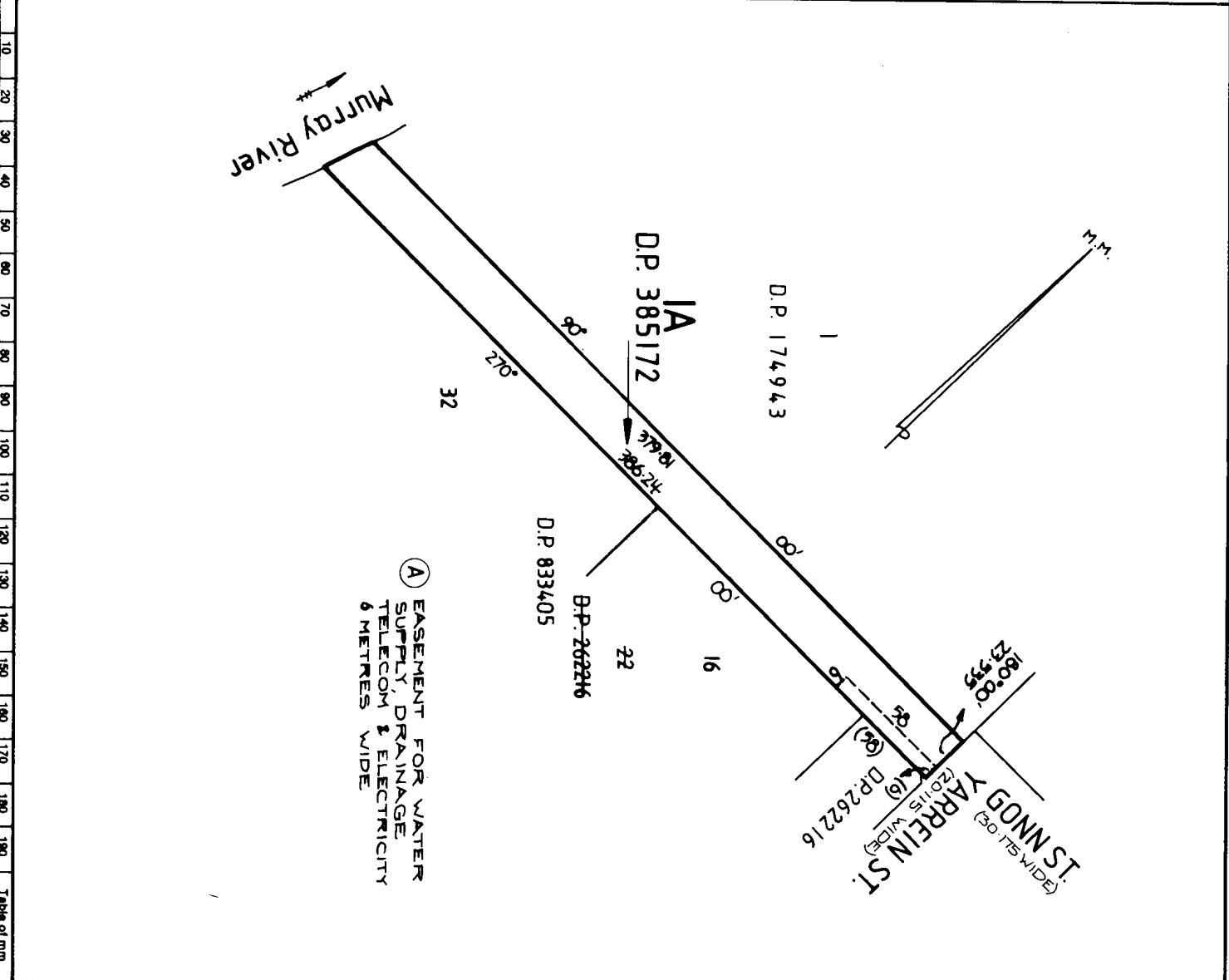
Crown Lands Office Approval  
 Authorised Officer  
 Land District  
 Paper No.  
 Field Book

Council Clerk's Certificate  
 I hereby certify that -  
 (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and  
 (b) the requirements of Part 3 Division 2 of the Water Board Act 1987 and Water Supply Authorities Act 1987  
 have been complied with by the applicant in relation to the proposed "new road", "subdivision" or "consolidated lot" set out herein  
 Division No.  
 Council Clerk

This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be divided is wholly outside the areas of operations of the Metropolitan Sewerage and Drainage Board and the Hunter District Water Board.  
 Delete if inapplicable.  
 UNCL File No.  
 VENDOR'S REFERENCE: 6841/90-91/2005 (2)

Plan Drawing only to appear in this space

OFFICE USE ONLY



Registered: DP 648542  
 CA: \_\_\_\_\_  
 Title System: TORRENS  
 Purpose: EASEMENT  
 Ref. Map: TN: BARRHAM (58)\*  
 Last Plan: DP 385172

PLAN SHOWING EASEMENT FOR WATER SUPPLY, DRAINAGE, TELECOM & ELECTRICITY 6 METRES WIDE WITHIN LOT 1A D.P. 385172  
 Lengths are in metres. Reduction Ratio 1:2000  
 L.G.A. WAKOOL  
 Locality: BARRHAM  
 Parish: BARRHAM  
 County: WAKOOL  
 Plans used in preparation of survey/compilation:  
 D.P. 385172

I, BRIAN LESLIE MITSCH of DENILIQUIN, NSW, 2710, a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1983 and any special requirements of the Department of Lands, and was completed on 24th MAY 1993.  
 Signature: *Brian Leslie Mitsch*  
 Surveyor registered under Surveyors Act, 1929, as amended.  
 Datum: Line of Azimuth.  
 Witness date of survey.

PLAN FORM 2

SIGNATURE AND SEALS ONLY:

COMPLY WITH THIS LIST OF  
 REQUIREMENTS FOR THE  
 TOWN OF BARRHAM  
 APPROVED BY THE  
 ATTORNEY GENERAL  
 1993

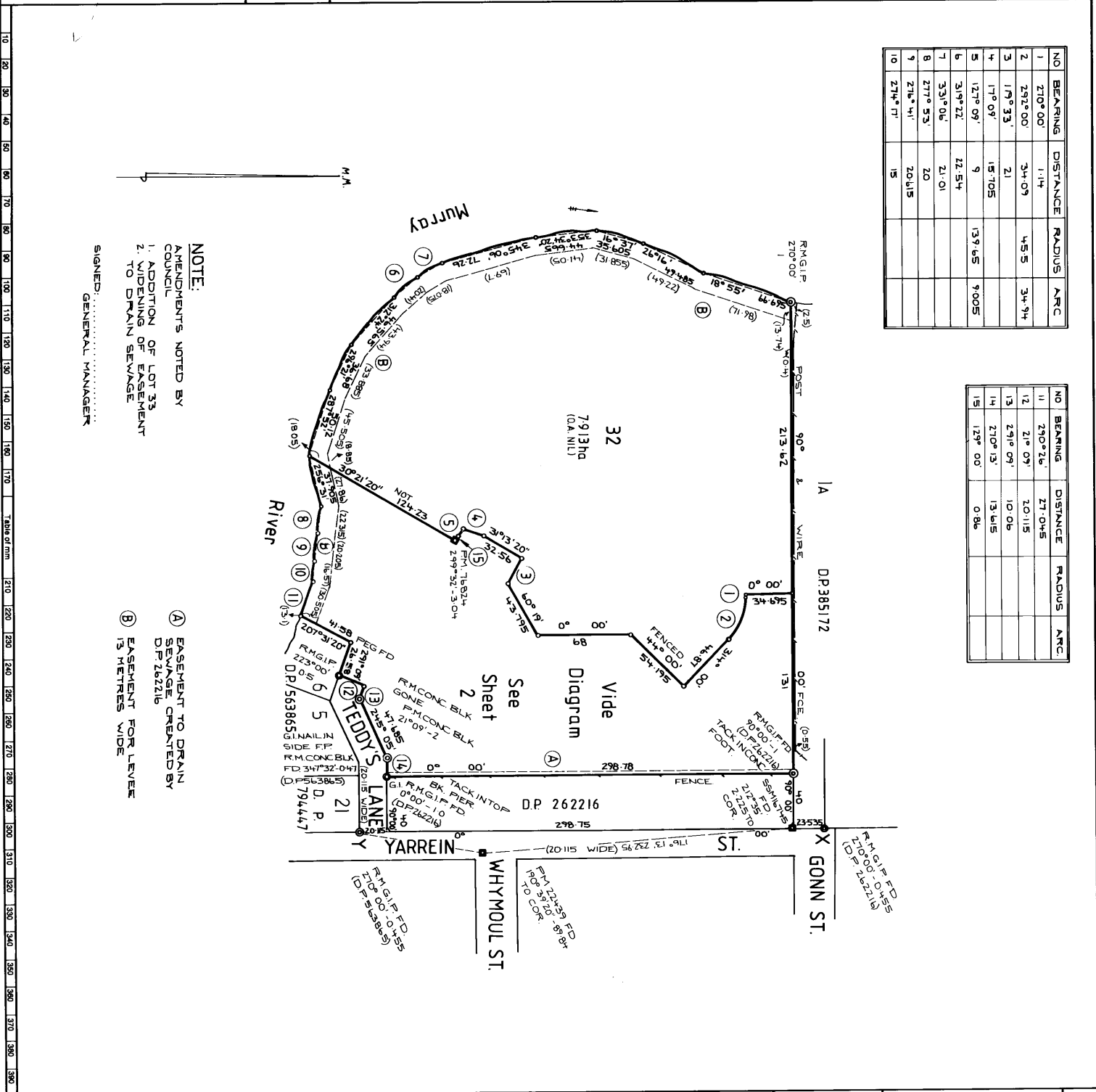
REGISTERED SURVEYOR  
 George G. BROWN  
 1993

NO	BEARING	DISTANCE	RADIUS	ARC
1	270° 00'	1.14		
2	292° 00'	34.09	45.5	34.94
3	179° 33'	21		
4	17° 09'	15.105		
5	127° 09'	9	139.65	9.005
6	319° 22'	22.54		
7	331° 04'	21.01		
8	277° 53'	20		
9	276° 41'	20.615		
10	274° 17'	15		

NO	BEARING	DISTANCE	RADIUS	ARC
11	290° 26'	27.045		
12	21° 09'	20.115		
13	291° 09'	10.06		
14	270° 13'	13.615		
15	129° 00'	0.96		

Plan Drawing only to appear in this space

Crown Lands Office Approval  
 PLAN APPROVED .....  
 Land District .....  
 Paper No. ....  
 Field Book .....  
 Council Clerk's Certificate  
 I hereby certify that -  
 (a) the requirements for the registration of plans, and  
 (b) the requirements for the registration of plans, and  
 Sewerage and Drainage Act, 1924, as amended, and the Metropolitan  
 Water, Sewerage and Drainage Act, 1926, as amended, have been  
 complied with by the applicant in relation to the  
 proposed subdivision.  
 Subdivision No. 23-16/92  
 Date 16/9/92  
 (Signature) *[Signature]*  
 Council File No. 574.7



NOTE:  
 AMENDMENTS NOTED BY  
 COUNCIL  
 1. ADDITION OF LOT 33  
 2. WIDENING OF EASEMENT  
 TO DRAIN SEWAGE  
 TO DRAIN SEWAGE  
 SIGNED: GENERAL MANAGER

OFFICE USE ONLY

DP 833405  
 Registered: 13.10.1992  
 CA No. 16/92 OF 23-G-1993  
 Title System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: TOWN OF BARRHAM  
 Last Plan: DP 262216  
 PLAN OF SUBDIVISION OF  
 LOT 22, DP 262216

Lengths are in metres. Reduction Ratio 1:2000

Member of City: WAKOOL  
 Locality: BARRHAM (52)  
 Parish: BARRHAM  
 County: WAKOOL

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

I, BRIAN LESLIE MITSCH, of DENHOLM, N.S.W., 2100, a surveyor registered under the Surveyors Act, 1926, as amended, hereby certify that the survey represented in this plan was made by me or under my supervision and that the plan is a true and correct copy of the original plan as deposited in the Department of Lands, and was completed on 24th August 1993.

Signature: *[Signature]*  
 Date: 24/8/93  
 District: X Y

Plans used in preparation of survey/compilation:  
 DP 262216 DP 232029  
 DP 794447 DP 794447  
 DP 174943 DP 563865  
 DP 385872

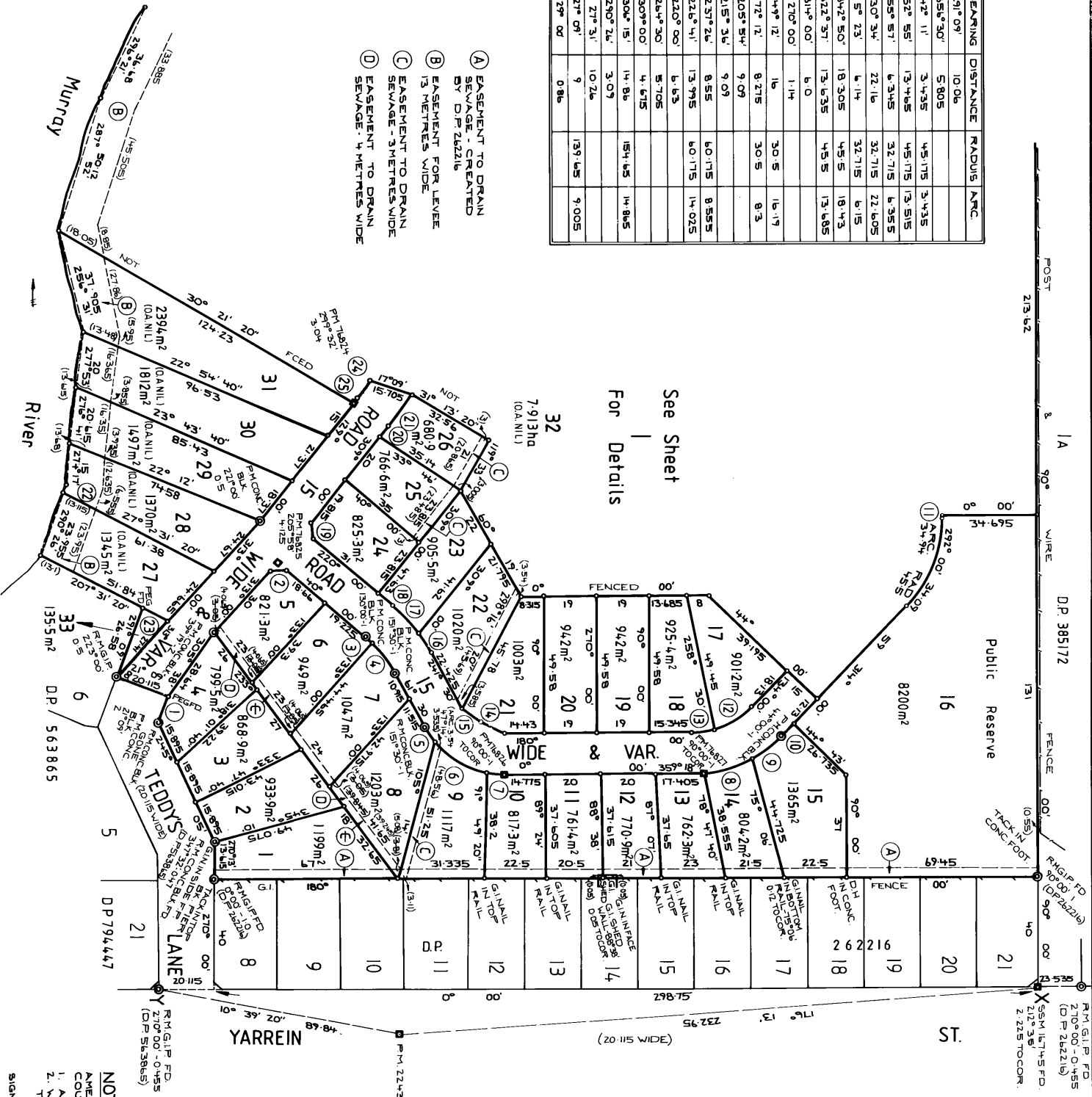
PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.  
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:  
 1. EASEMENT FOR LEVEE  
 13 METRES WIDE  
 2. EASEMENT TO DRAIN SEWAGE  
 3 METRES WIDE  
 3. EASEMENT TO DRAIN SEWAGE  
 4 METRES WIDE  
 4. RESTRICTIONS TO USER.  
 IT IS INTENDED TO DEDICATE  
 1. ROAD 15 WIDE 1 YARD TO  
 THE PUBLIC AS ROAD  
 2. LOT 16 AS PUBLIC  
 RESERVE.

SM6 16745 & 22439 NOT BSTD.  
 ENQUIRY TO SCIMS 16.9.1993

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

NO	BEARING	DISTANCE	RADIUS	AFC
1	291° 09'	10.06		
2	356° 30'	5.805		
3	42° 11'	3.435		
4	52° 55'	13.465		
5	55° 57'	6.345		
6	30° 34'	32.715		
7	5° 23'	22.16		
8	342° 50'	32.715		
9	312° 37'	18.305		
10	314° 00'	45.5		
11	270° 00'	6.0		
12	149° 12'	16		
13	172° 12'	30.5		
14	105° 54'	9.09		
15	215° 34'	8.55		
16	237° 24'	6.0115		
17	226° 44'	13.995		
18	120° 00'	6.63		
19	244° 30'	5.705		
20	309° 00'	4.675		
21	304° 15'	14.86		
22	290° 24'	3.09		
23	27° 31'	10.26		
24	129° 00'	9		
25	129° 00'	0.86		



See Sheet  
 For Details

DIAGRAM

Plan Drawing only to appear in this space

NOTE:  
 AMENDMENTS NOTED BY  
 COUNCIL  
 1. ADDITION OF LOT 33  
 2. WIDENING OF EASEMENT  
 TO DRAIN SEWAGE

SIGNED: *Paul Quirk*  
 GENERAL MANAGER

<p>DP 833405</p> <p>Registered: <i>20/10/1997</i></p> <p>This is sheet 2 of my plan in Z, sheets dated 24th AUGUST 1993</p> <p>Surveyor registered under Surveyors Act 1999</p> <p><i>B. J. Ward</i></p> <p>This is sheet 2 of the plan of Z, sheets covered by my Certificate No. <i>1492</i></p> <p><i>Paul Quirk</i>                  General Manager</p> <p>For use where shown is insufficient in any panel on Plan Form 2.</p> <p>CONTINUED FROM SHEET 1</p> <p>5. RESTRICTION AS TO USER.                  6. RESTRICTION AS TO USER.                  7. RESTRICTION AS TO USER.                  8. RESTRICTION AS TO USER.                  9. RESTRICTION AS TO USER.</p>	<p>Reduction Ratio 1:1000</p> <p>SURVEYOR'S REFERENCE: L 9411 90-91</p> <p>CDS: 3</p>
--	---

*Yvonne Eagle*

DEPARTMENT OF LANDS

Subdivision Certificate

Subdivision

Consent Authority: **Wakool Shire Council**

Consent Authority: **Sh. Joan Davis**

Approval date: **01/05**

Subdivision Certificate no.: **P. 1463-846**

Plan no.: **P. 1463-846**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The Address: \_\_\_\_\_

Office: \_\_\_\_\_

1. I, the Registrar-General, in approving this plan certify that the information contained in this plan is true and correct and that the proposed subdivision complies with the provisions of the Land Use Management Act 2004.

DEPARTMENT OF LANDS

Subdivision Certificate

Subdivision

Consent Authority: **Wakool Shire Council**

Consent Authority: **Sh. Joan Davis**

Approval date: **01/05**

Subdivision Certificate no.: **P. 1463-846**

Plan no.: **P. 1463-846**

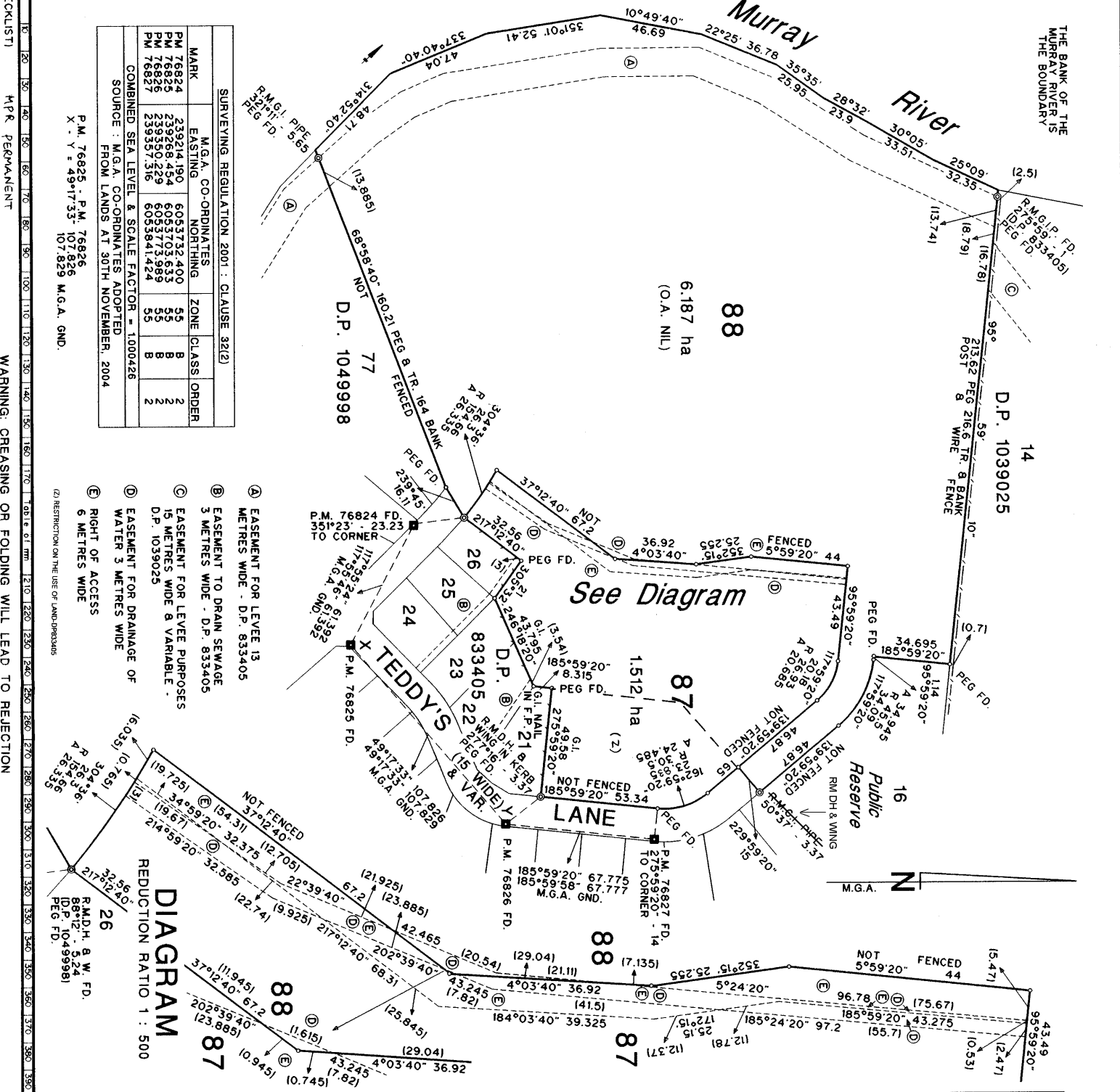
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The Address: \_\_\_\_\_

Office: \_\_\_\_\_

1. I, the Registrar-General, in approving this plan certify that the information contained in this plan is true and correct and that the proposed subdivision complies with the provisions of the Land Use Management Act 2004.



SURVEYING REGULATION 2001: CLAUSE 32(2)

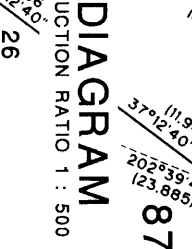
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
PM 76824	23924.180	6053732.430	55	B	2
PM 76825	23926.424	6053732.432	55	B	2
PM 76826	23950.229	6053732.989	55	B	2
PM 76827	239357.316	6053641.424	55	B	2

COMBINED SEA LEVEL & SCALE FACTOR = 1.000428

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM LANDS AT 30TH NOVEMBER, 2004

P.M. 76825 - P.M. 76826  
 X - Y = 49°17'33" 107.826  
 107.829 M.G.A. GND.

- Ⓐ EASEMENT FOR LEVEE 13 METRES WIDE - D.P. 833405
  - Ⓑ EASEMENT TO DRAIN SEWAGE 3 METRES WIDE - D.P. 833405
  - Ⓒ EASEMENT FOR LEVEE PURPOSES 15 METRES WIDE & VARIABLE - D.P. 1039025
  - Ⓓ EASEMENT FOR DRAINAGE OF WATER 3 METRES WIDE
  - Ⓔ RIGHT OF ACCESS
  - Ⓕ 6 METRES WIDE
- (2) RESTRICTION ON THE USE OF LAND: DP833405



Registered 26 - S - 2005

Title System: TORRENS

Purpose: SUBDIVISION

Rel. Map: PARISH

Last Plan: D.P. 833405 \*  
 D.P. 1049998

PLAN OF SUBDIVISION OF LOTS 17, 18, 19 & 20, D.P. 833405 AND LOT 78, D.P. 1049998

Lengths are in metres. Reduction Ratio: 1:250

LOCALITY: WAKOOL

LOCALITY: BARHAM

PARISH: BARHAM

COUNTY: WAKOOL

This is a **Subdivision** plan. It is subject to the provisions of the **Survey Act 2002** and the **Survey Regulation 2001**.

1. **BRIAN LESLIE MITCHELL** of DENILLOU, N.S.W. 2710 a surveyor registered under the Survey Act 2002, declares that he has been made in accordance with the Survey Regulation 2001 and was completed on 3RD NOVEMBER, 2004. The survey relates to LOTS 87 & 88.

Signature: *Brian Mitchell* Date: 15/12/04

Surveyor's registration number: 151204  
 The Survey Act 2002  
 Deed: Land: X-Y (M.G.A.)  
 Type: Subdivision

Plans used in preparation of survey/compilation:

D.P. 833405  
 D.P. 1039025  
 D.P. 1049998

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

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

- EASEMENT FOR DRAINAGE OF WATER 3 METRES WIDE
- RIGHT OF ACCESS
- 6 METRES WIDE



*(Director)*  
*(Director)*  
*(Director)*

*Renata Fergerson*

Mortgagee under Mortgage No. AB5136789  
 Signed at Sydney the 2<sup>nd</sup> day of  
 July 2005 for National  
 Australia Bank Limited ABN 12 004 044 897  
 by  
**Renata Fergerson** its duly  
 appointed Attorney  
 No 549 Bank Street  
 Sydney NSW  
 M.G.A. No. 1079913  
 (Witness/Signer)  
**GERALDINE M. MURIEL**  
 (Witness/Signer)  
 285 George Street Sydney NSW

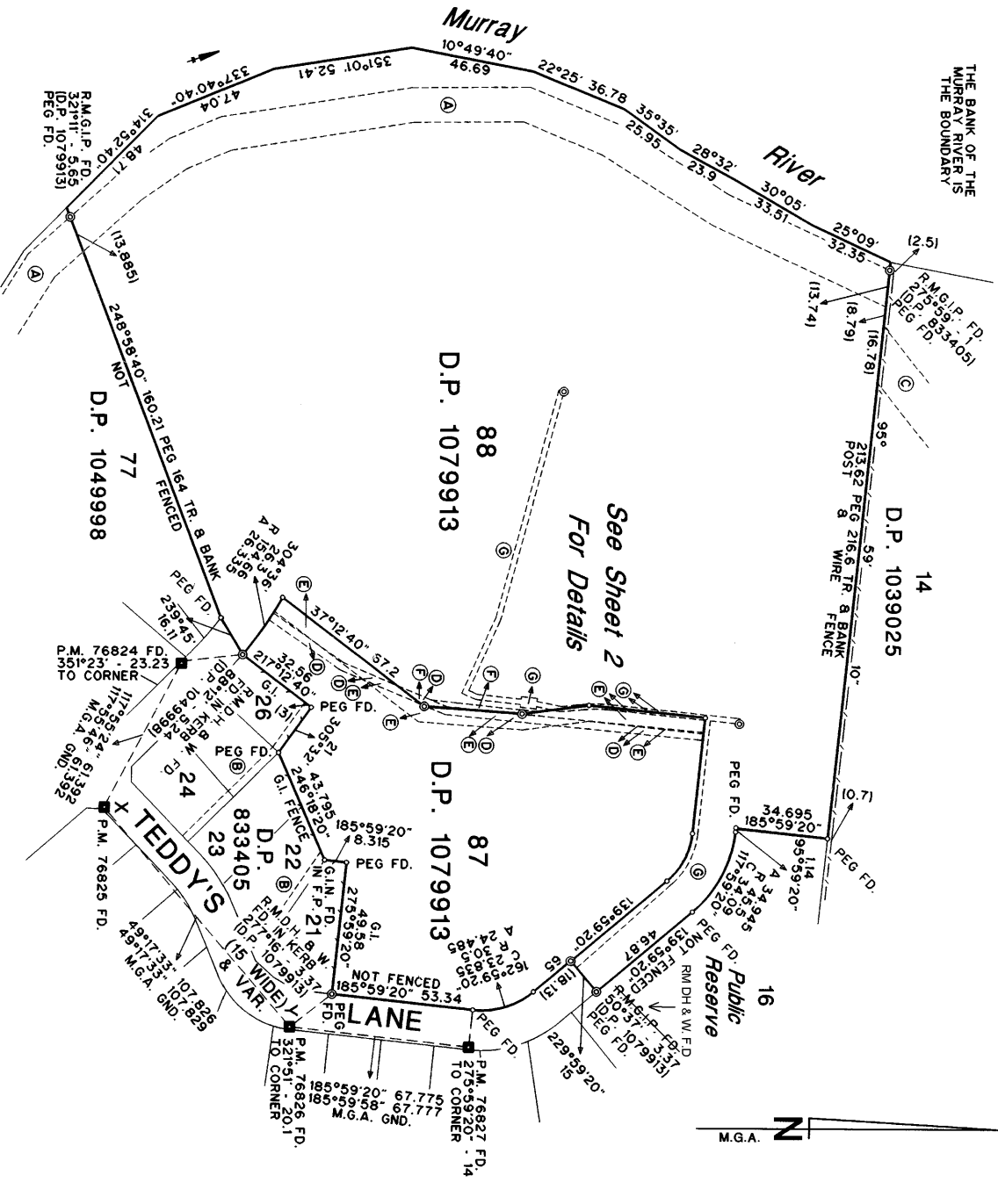
DEPARTMENT OF LANDS

1. I, the undersigned, being a duly qualified and licensed surveyor, do hereby certify that the foregoing is a true and correct copy of the plan as shown to me by the applicant and as the same appears on the plans deposited in my office.

Subdivision Certificate

1. I, the undersigned, being a duly qualified and licensed surveyor, do hereby certify that the foregoing is a true and correct copy of the plan as shown to me by the applicant and as the same appears on the plans deposited in my office.

1. I, the undersigned, being a duly qualified and licensed surveyor, do hereby certify that the foregoing is a true and correct copy of the plan as shown to me by the applicant and as the same appears on the plans deposited in my office.



- Ⓐ EASEMENT FOR LEVEL 13 METRES WIDE - D.P. 833405
- Ⓑ EASEMENT TO DRAIN SEWAGE 3 METRES WIDE - D.P. 833405
- Ⓒ EASEMENT FOR LEVEL PURPOSES 15 METRES WIDE & VARIABLE - D.P. 1039025
- Ⓓ EASEMENT FOR DRAINAGE OF WATER 3 METRES WIDE - D.P. 1079913
- Ⓔ EASEMENT FOR UNDERGROUND POWERLINES 2 & 4 METRES WIDE
- Ⓕ RIGHT OF ACCESS 6 METRES WIDE - D.P. 1079913
- Ⓖ RIGHT OF ACCESS VARIABLE WIDTH

SURVEYING REGULATION 2001 : CLAUSE 32(2)				
MARK	M.G.A. CO-ORDINATES	ZONE	CLASS	ORDER
PM 76824	239214.190	55	B	2
PM 76825	239268.454	55	B	2
PM 76826	239370.633	55	B	2
PM 76827	239397.529	55	B	2
PM 76828	239337.516	55	B	2

COMBINED SEA LEVEL & SCALE FACTOR = 1000426  
 SOURCE : M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AT 5TH MAY, 2005

PM 76825 - PM 76826  
 X - Y = 43°17'33" 107.826  
 107.829 M.G.A. GND.

Registered L5 14-3-2006  
 Title System: TORRENS  
 Purpose: EASEMENT PURPOSES  
 Rel. Map: TOWN OF BARHAM  
 Last Plan: D.P. 1079913 (D.P. 833405)

PLAN OF EASEMENTS FOR UNDERGROUND POWERLINES AND RIGHT OF ACCESS WITHIN LOT 88, D.P. 1079913 AND EASEMENT FOR CONTINUED BELOW

LGA: WAKOOL  
 Locality: BARHAM  
 Parish: BARHAM  
 County: WAKOOL

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

1. BRIAN LESLIE MITSCH of DENILQUIN, N.S.W. 2710 a surveyor registered under the Surveying Act 2002, do hereby certify that the plan is a true and correct copy of the plan as shown to me by the applicant and as the same appears on the plans deposited in my office.

The survey relates to THE EASEMENTS

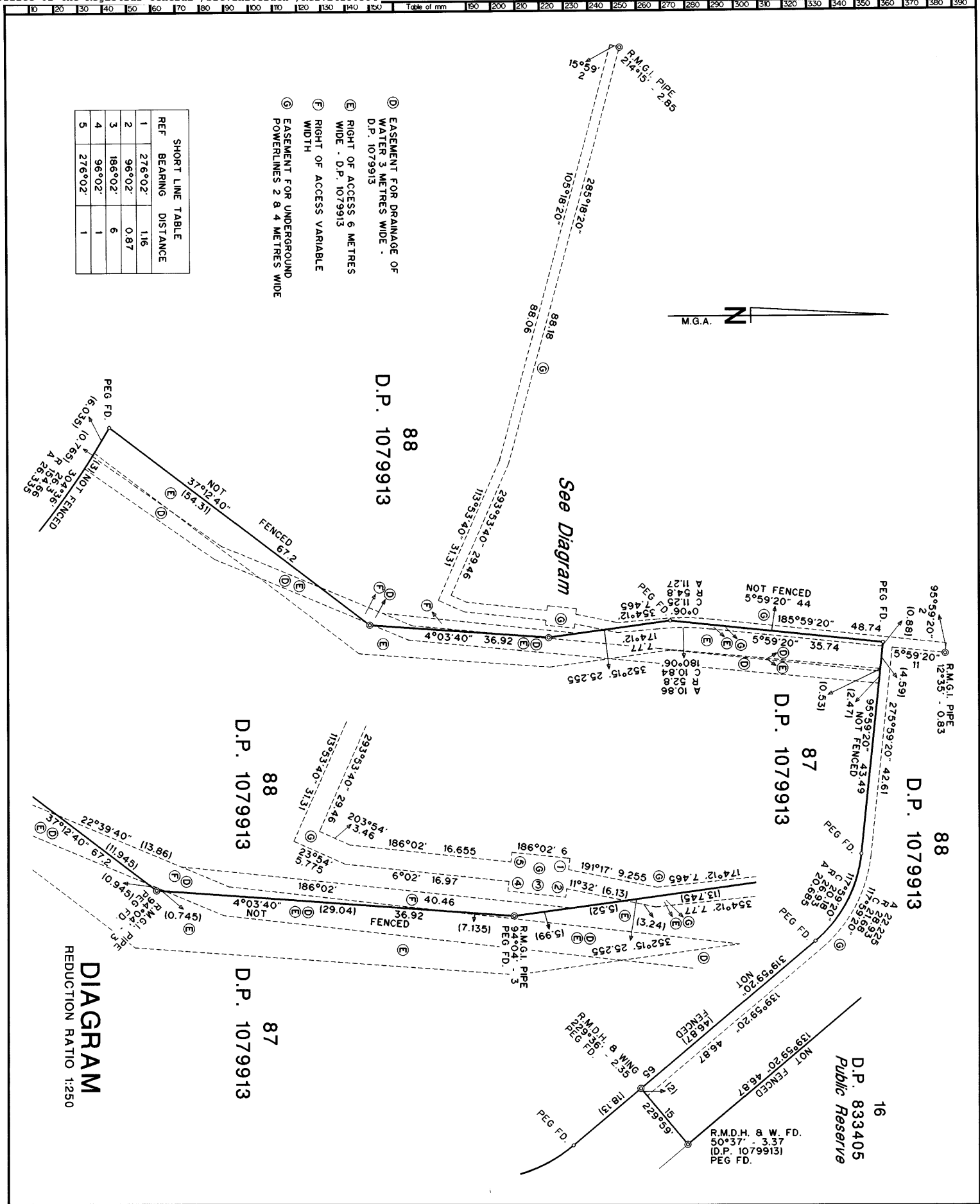
Signed: *Brian Leslie Misch* dated 3.8.05  
 My Commission Expires: 3.8.05  
 (Witness/Signer)  
 (M.G.A.)

Plans used in preparation of survey/compilation:  
 D.P. 833405  
 D.P. 1039025  
 D.P. 1049998  
 D.P. 1079913

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

CONTINUED FROM ABOVE UNDERGROUND POWERLINES WITHIN LOT 87, D.P. 1079913

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:  
 1. RIGHT OF ACCESS VARIABLE WIDTH  
 2. EASEMENT FOR UNDERGROUND POWERLINES 2 & 4 METRES WIDE



**SHORT LINE TABLE**

REF	BEARING	DISTANCE
1	276°02'	1.16
2	96°02'	0.87
3	186°02'	6
4	96°02'	1
5	276°02'	1

- Ⓓ EASEMENT FOR DRAINAGE OF WATER 3 METRES WIDE - D.P. 1079913
- Ⓔ RIGHT OF ACCESS 6 METRES WIDE - D.P. 1079913
- Ⓕ RIGHT OF ACCESS VARIABLE WIDTH
- Ⓖ EASEMENT FOR UNDERGROUND POWERLINES 2 & 4 METRES WIDE

**DIAGRAM**  
REDUCTION RATIO 1:250

DP1094283

Registered L5147/2006

This is sheet 2 of my plan in 2 sheets dated 22ND JULY, 2005

Surveior registered under Surveying Act 2002.

This is sheet of the plan of sheets covered by Subdivision Certificate No. of

Authorised Person/General Manager/Accredited Certifier

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

Reduction Ratio 1: 500

SURVEYOR'S REFERENCE 9412/03-04/2006(21)

\* OFFICE USE ONLY

**STRATA PLAN FORM 1**

**WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION**

**OFFICE USE ONLY**

**STRATA CERTIFICATE**

Name of Council/Admission Officer: Wakool Shire Council  
 being satisfied that the requirements of the Strata Schemes  
 (Freshwater Development) Act 1973 or Strata Schemes (Lesser  
 Development) Act 1986 have been complied with, approves of the  
 proposed:

\* strata plan / \* strata plan of subdivision,  
 as stated in the annexure to the certificate.

The accredited certifier is satisfied that the plan is consistent with a  
 development consent in force, and that all conditions of the  
 development consent that, by its terms, are required to be complied  
 with, before a strata certificate may be issued, have been complied  
 with.

The strata plan/strata plan of subdivision, part of a development  
 scheme. The council/accredited certifier is satisfied that the plan is  
 consistent with any applicable conditions of any development consent  
 and that the plan gives effect to the slope of the strata development  
 contract to which it relates.

\* The council does not object to the encroachment of the building  
 beyond the alignment of \_\_\_\_\_

\* The accredited certifier is satisfied that the building complies with a  
 relevant development consent in force that allows the encroachment.

The approval is given on the condition that the use of lot(s) \_\_\_\_\_

being utility lot/s, designed to be used primarily for the storage or  
 accommodation of boats, motor vehicles or goods and not for human  
 occupation or residence, office, shop or the land is restricted to the  
 proprietor or occupier of a lot or proposed lot not being such a utility  
 lot the subject of the strata scheme concerned, as referred to in  
 section 39 of the Strata Schemes (Freshwater Development) Act 1973  
 or section 68 of the Strata Schemes (Lesser Development) Act 1986.

Date: 2 Jul 2007

Subdivision No. 11/07

Accreditation No. \_\_\_\_\_  
 Relevant Development Consent No. \_\_\_\_\_  
 Strata issued by Wakool Shire Council

Authorised Person/General Manager/  
 Accredited Certifier

**SURVEYOR'S CERTIFICATE**

**BRIAN LESLIE MITTSCH**  
**DENILIQUN N.S.W. 2710**  
 a surveyor registered under the Surveying Act 2002, hereby certify  
 that:

# each applicable requirement of

\* Schedule 1A to the Strata Schemes (Freshwater Development) Act 1973

\* Schedule 1A to the Strata Schemes (Lesser Development) Act 1986

has been met:

(1) ~~the building encroaches on a public place;~~

~~the building encroaches on land other than a public place,~~  
 in respect of which encroachment or appropriate consent  
~~has been obtained by registered;~~

~~the building encroaches on a public place;~~

~~the building encroaches on land other than a public place,~~  
 in respect of which encroachment or appropriate consent  
~~has been obtained by registered;~~

(2) the survey information recorded in the accompanying location plan  
 is accurate.

(3) the survey information recorded in the accompanying location plan  
 is accurate.

Signature: Brian Mitsch  
 Date: 4.6.07

\* Delete if applicable  
 \* Side whether dealing or plan, and quote registered number.  
 This is sheet 1 of my Plan in 3 sheets.

**RESIDENTIAL Model By-laws**

~~adopted for the scheme~~  
~~Keeping of Animals - Option A/B~~  
~~Schedule of By-laws in a sheet filed with plan~~  
~~No-By-Laws-apply~~  
 \* Strike out whichever is inapplicable

**SCHEDULE OF UNIT ENTITLEMENT**

LOT	UNIT ENTITLEMENT
1	170
2	130
3	170
4	150
6	1
7	1
8	1
9	1
10	1
11	1
12	150
13	110
14	110
15	170
16	160
AGGREGATE	1326

PLAN OF  
 OF SUBDIVISION OF  
 LOT 5, S.P. 77246

**SP79372**

Registered: 21-08-2007

Purpose: **STRATA PLAN OF  
 SUBDIVISION**

Rel.Map: **TOWN OF BARRHAM 58**

Lost Plan: **S.P. 77246  
 (DP 833405\*)**

LGA: **WAKOOL** Locality: **BARRHAM**

Parish: **BARRHAM** County: **WAKOOL**

Name of, and address for  
 service of notices on, the  
 owners corporation  
 (Address required on  
 original strata plan only)

**THE OWNERS - STRATA PLAN NO. 79372  
 MURRAY EDEN RETIREMENT VILLAGE  
 NO. 56 TEDDY'S LANE  
 BARRHAM N.S.W. 2732**

**FOR LOCATION PLAN SEE SHEET 2**

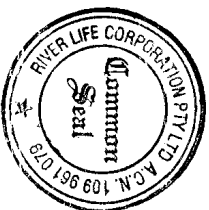
Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.



M (Strata) under Mortgage No. AB573489  
 9TH day of  
 JULY 2007 for National  
 LYNETTE HEENE DARRBY As duly  
 authorised by the Attorney General Power of Attorney

S. Albrecht  
 Director

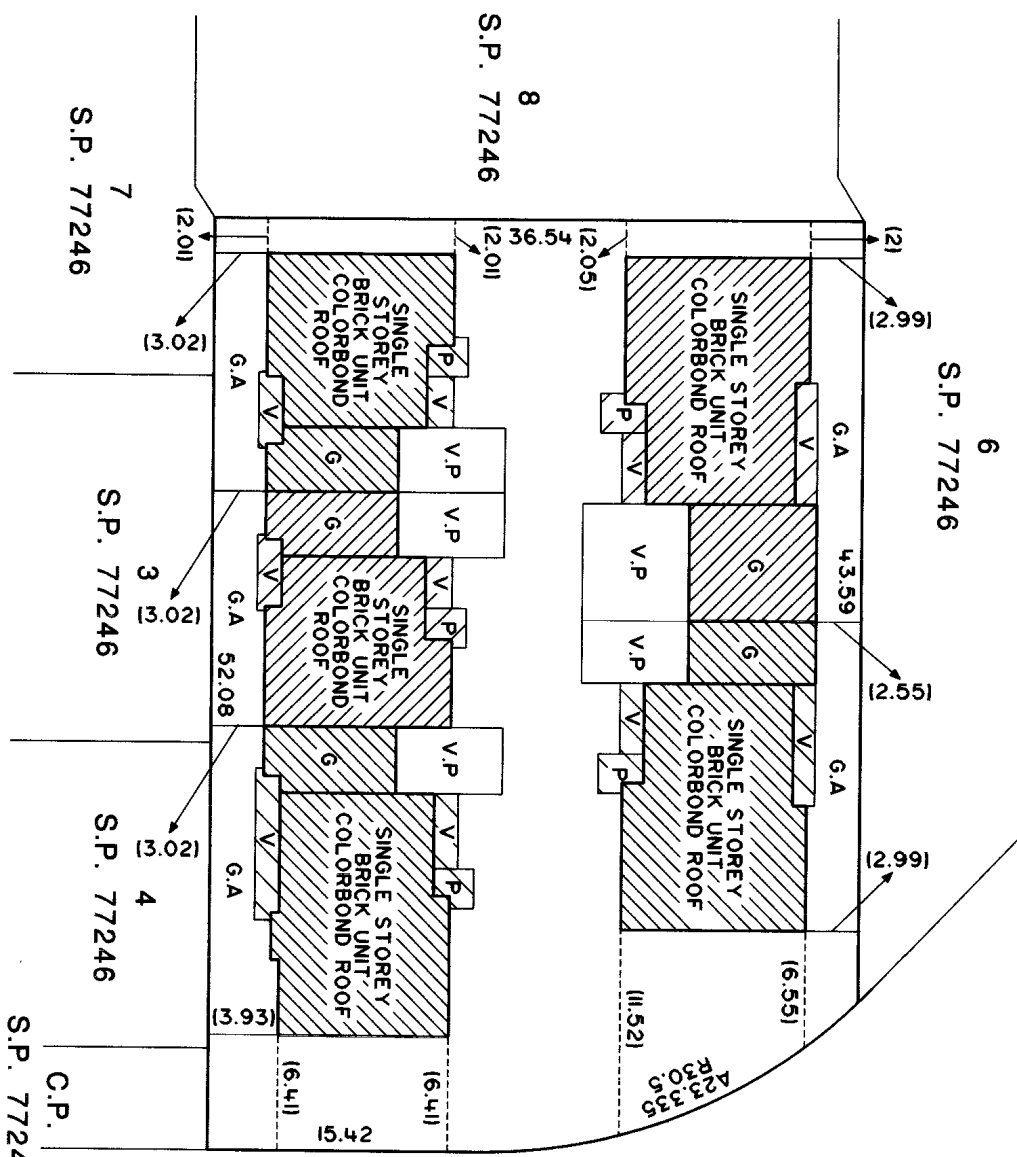
255



Michael  
 Director

# LOCATION PLAN

SP79372



TEDDY'S LANE

- G DENOTES GARAGE
- G.A DENOTES GARDEN AREA
- P DENOTES PORCH
- V DENOTES VERANDAH
- V.P DENOTES ~~VERANDAH~~ PARKING VEHICLE

Reduction Ratio 1 : 300

Lengths are in metres

*B. P. Mitchell*  
 Registered Surveyor

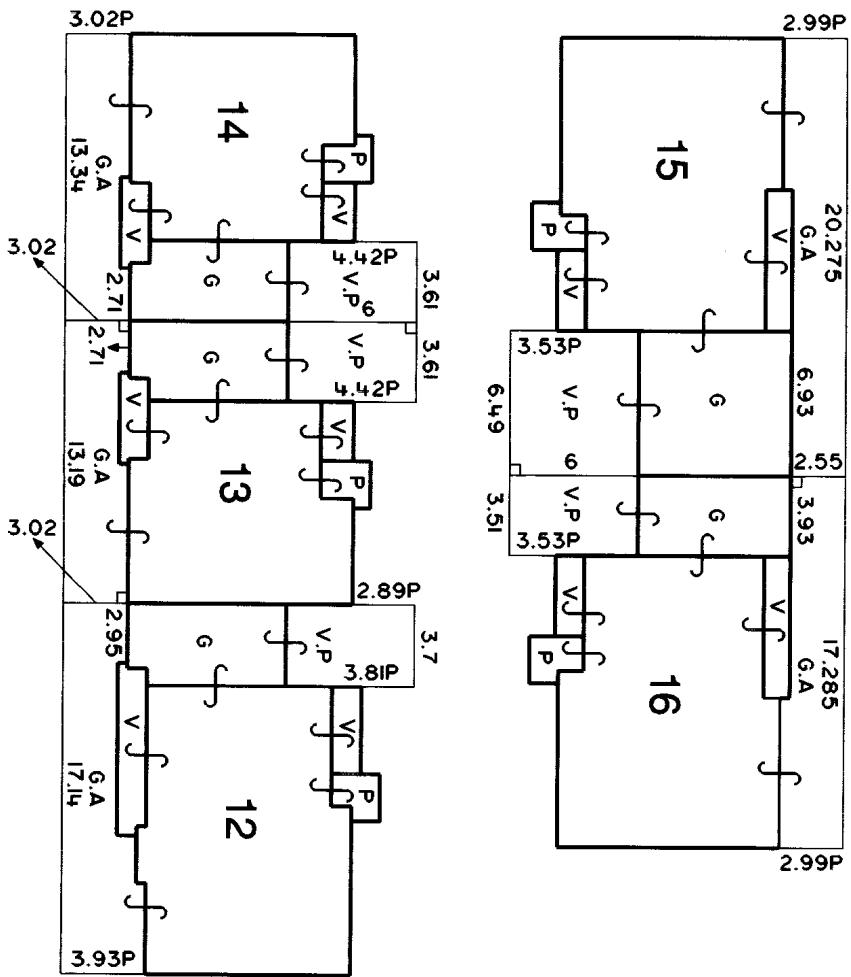
*V.A. [Signature]*  
 Authorised Person/General Manager/Accredited Classifier

SURVEYOR'S REFERENCE: 9773/05-06/2006(2) (CHECKLIST)



# FLOOR PLAN

SP79372



DISTANCES SHOWN 4.56P DENOTE CONNECTION TO LOT BOUNDARY ON PROLONGATION OF OUTSIDE FACE OF BRICK WALL  
 □ 90° RECTANGULAR CONNECTION  
 G DENOTES GARAGE  
 G.A DENOTES GARDEN AREA  
 P DENOTES PORCH  
 V DENOTES VERANDAH  
 V.P DENOTES ~~VEHICLE~~ VEHICLE PARKING  
 GARAGES, PORCHES & VERANDAHS ARE ROOFED  
 THE EDGE OF CONCRETE IS THE BOUNDARY OF PORCHES & VERANDAHS  
 GARDEN AREAS ~~AND PORCHES~~ ARE LIMITED TO A HEIGHT OF 7 METRES ABOVE AND 2 METRES BELOW THE UPPER SURFACE OF THE CONCRETE SLAB OF THE RESPECTIVE UNIT TO WHICH THEY ADJOIN EXCEPT WHERE COVERED  
 VEHICLE PARKING IS LIMITED TO A HEIGHT OF 7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED

SCHEDULE OF AREAS (m<sup>2</sup>)

LOT	UNITS, PORCHES & VERANDAHS	GARDEN AREAS	GARAGES	VISITOR PARKING	TOTAL
12	144	53	29	22	248
13	104	38	27	22	191
14	105	39	27	22	193
15	148	55	48	39	290
16	148	47	27	21	243

Reduction Ratio 1: 250

Lengths are in metres

*B. S. White*  
 Registered Surveyor

*L. A. White*  
 Authorised Person/General Manager/Accredited Geomatics

SURVEYOR'S REFERENCE: 9773/05-06/2006(2) (CHECKLIST)

SP77246

**Instrument setting out terms of Restrictions on the use of land**  
**Intended to be created pursuant to Section 88B Conveyancing Act 1919.**

(Sheet 1 of 3 Sheets)

Plan:

**SP77246**

Strata Plan of subdivision of Lot 87, D.P. 1079913  
in the local government area Wakool, Town and  
Parish of Barham, County of Wakool and covered  
by Strata Certificate No. 06/06 dated the  
7 Apr 2006

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

River Life Corporation Pty Limited having its  
registered office at Shop 2, 35 Noorong Street,  
Barham in the State of New South Wales

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of restrictions to be created and referred to in the plan	Burdened lots	Benefited lots
1	Restriction on the use of land	Each lot	Every other lot
2	Restriction on the use of land	Each lot	Every other lot

**Part 2 (Terms)**

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

Each of the said lots shall be used solely for the purpose of a residence for a senior or a person who has a disability and no person shall be entitled to reside in any of the said lots unless:-

- (a) such person is a senior or a person who has a disability; or
- (b) such person not being a senior or a person who has a disability resides with a senior or seniors or a person who has or persons who have a disability in the lot and that senior or person with a disability or one of such seniors or persons with a disability is the registered proprietor or lessee of such lot.



Plan:

**SP77246**

Strata Plan of subdivision of Lot 87, D.P. 1079913  
in the local government area Wakool, Town and  
Parish of Barham, County of Wakool and covered  
by Strata Certificate No. 06/06 dated the  
7 Apr 2006

**Part 2 (Terms)**

Except in so far as the context or subject matter otherwise indicates or requires:

“senior” means a person aged fifty five (55) years or more;

“person with a disability” means a person of any age who, as a result of an intellectual, physical, psychiatric or sensory impairment, either permanently or for an extended period, has substantially limited opportunities to enjoy a full or active life.

Name of authority empowered to release, vary or modify  
restriction on the use of land numbered 1 in the plan.

**River Life Corporation Pty Limited**

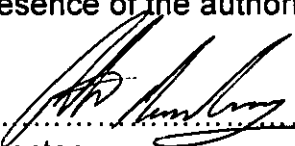
**Terms of restriction on the use of land numbered 2 in the plan.**

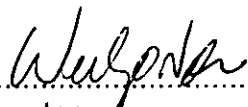
None of the said lots shall be used for the purpose of conducting any management, caretaking or letting activities in relation to or in connection with the Strata Scheme or any part thereof whether for reward or not.

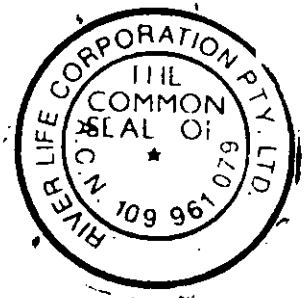
Name of authority empowered to release, vary or modify  
restriction on the use of land numbered 1 in the plan.

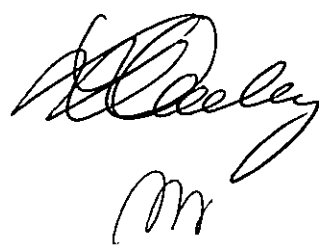
**River Life Corporation Pty Limited**

The **COMMON SEAL OF RIVER LIFE  
CORPORATION PTY LIMITED**  
**ACN 109 961 079** was affixed in the  
presence of the authorised persons :

  
.....  
Director

  
.....  
Director



  
Mr

Plan:

SP77246

Strata Plan of subdivision of Lot 87, D.P. 1079913  
in the local government area Wakool, Town and  
Parish of Barham, County of Wakool and covered  
by Strata Certificate No. 06/06 dated the  
7 Apr 2006

Mortgagee under Mortgage No. AB573689

Signed at Sydney this 26th day of

July 2006 for National

Australia Bank Limited ABN 12 004 044 937

by **LYNETTE IRENE DARBY** its duly

appointed Attorney under Power of Attorney

No. 549 Book 3834

.....  
Manager

.....  
Witness/Bank Officer **SALLY POATE**

255 George Street, Sydney NSW

REGISTERED



MC 17-8-2006

**Instrument setting out terms of by-laws created upon registration of the strata plan**

(Sheet 1 of 8 Sheets)

SP77246

Strata Plan of subdivision of Lot 87, D.P. 1079913  
in the local government area Wakool, Town and  
Parish of Barham, County of Wakool

**By-Laws**

**1. Noise**

- 1.1. An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- 1.2. When listening to music or a radio or playing computer games or watching television within a lot an owner or occupier should not have the volume turned high enough to be heard from outside the lot.

**2. Vehicles**

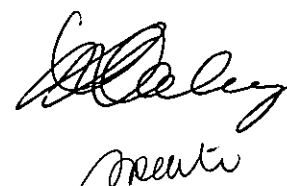
- 2.1. An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- 2.2. Notwithstanding subclause 1 a vehicle may under no circumstances be parked or driven on any grassed areas of the common property.
- 2.3. Owners, occupiers, invitees and all others in control of motor vehicles on the common property must obey all speed limit and other traffic signs and markings at all times.
- 2.4. Visitor parking is available for use only by visitors, trades people, visiting doctors, emergency vehicles or other people visiting the strata scheme. They are not to be used by owners, occupiers or guests staying over night or for any longer period.

**3. Visitors & Guests**

- 3.1. Any owner or occupier who wants a guest to live with them in their lot on a temporary basis for a period of more than 2 weeks, that person not being a spouse or defacto of the owner or occupier or in the case of a person with disability, a carer of the person with disability, must obtain the approval in writing of the owners corporation before that guest may stay in the lot. The owners corporation shall not unreasonably refuse such request and the owners corporation may place such conditions upon its consent as are reasonable.

**4. Obstruction of common property**

- 4.1. An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.



Handwritten signature, likely of the Registrar-General, in cursive script.

**SP77246**


**By-Laws**

**5. Damage to lawns and plants on common property**

- 5.1. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
- 5.1.1. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
  - 5.1.2. use for his or her own purposes as a garden any portion of the common property.

**6. Damage to common property**

- 6.1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- 6.2. An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- 6.3. This by-law does not prevent an owner or person authorised by an owner from installing:
- 6.3.1. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - 6.3.2. any health or medical equipment that is necessary to preserve the health or well-being of the occupier of the lot, or
  - 6.3.3. any screen or other device to prevent entry of animals or insects on the lot, or
  - 6.3.4. any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
  - 6.3.5. Any such locking or safety device, equipment, screen or other device must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 6.4. Despite section 62 of the Act, the owner of a lot must:
- 6.4.1. Maintain and keep in a state of good and serviceable repair any installation referred to in clause (3) that forms part of the common property and that services the lot, and
  - 6.4.2. Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, equipment, screen or other device referred to in clause (3) that forms part of the common property and that services the lot.

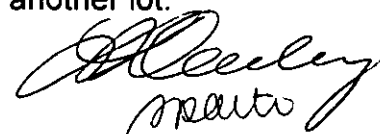


*Matt*

# SP77246

## By-Laws

- 6.5. An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
- 7. Depositing rubbish and other material on common property**
- 7.1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- 8. Drying of laundry items**
- 8.1. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.
- 9. Cleaning windows and doors**
- 9.1. Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- 9.2. The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.
- 10. Storage of inflammable liquids and other substances and materials**
- 10.1. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 10.2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 11. Changes to floor coverings and surfaces**
- 11.1. An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- 11.2. This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.
- 12. Floor coverings**
- 12.1. An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.



M. O'Leary  
M. O'Leary

# SP77246

## By-Laws

12.2. This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

### 13. Garbage disposal

13.1. An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

13.1.1. must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

13.1.2. must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

13.1.3. for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

13.2. An owner or occupier is not permitted to burn garden waste within the strata scheme.

13.3. When the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

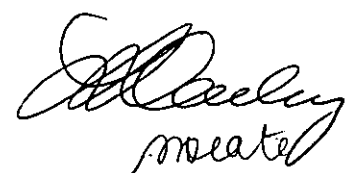
13.4. Must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

13.5. Must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

13.6. An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

13.6.1. must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

13.6.2. must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.



M. Meate



# SP77246

## By-Laws

13.7. An owner or occupier of a lot must:

- 13.7.1. comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- 13.7.2. notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

13.8. The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

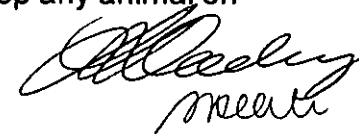
### 14. Keeping of animals

14.1. An owner or occupier may keep fish or a small caged bird (for example a budgerigar or canary) on their lot at any time without consent.

14.2. Where an owner or occupier has had a pet other than of a type referred to in clause 15.1 for a period of six months or more, immediately prior to taking residency within the strata scheme, that owner or occupier may keep that pet, but in no circumstances more than one, upon their lot on the following conditions:

- 14.2.1. The owner or occupier obtain the written consent of the owners corporation such consent not to be unreasonably withheld;
- 14.2.2. The pet weights not more than 25kgs and in the event that it grows to exceed that weight it may be removed from the strata scheme;
- 14.2.3. When the pet dies or is removed from the strata scheme no other pet of a type otherwise prohibited by this by-law will be permitted to replace it;
- 14.2.4. No dog of a breed considered by the owners corporation to have a demonstrated tendency or propensity for violence will be permitted with the strata scheme;
- 14.2.5. No pet is allowed inside any building or other enclosed community area within the strata scheme other than the owner's lot;
- 14.2.6. Any cat or dog must be de-sexed prior to taking occupancy within the strata scheme unless a veterinarian's certificate is provided stating that due to the age or condition of the animal such an operation would be life threatening;
- 14.2.7. Any dog must be kept on a leash at all times when it is on common property within the strata scheme;
- 14.2.8. Cats must be locked inside the residential premises of the lot after dark and must wear a bell at times

14.3. Other than as permitted by this clause and subject to section 49 (4) of the Strata Schemes Management Act, an owner or occupier of a lot must not keep any animal on the lot or the common property.



# SP77246

## By-Laws

14.4. Subject to section 49(4) of the Strata Schemes Management Act, consent for any animal to occupy any part of the strata scheme pursuant to this by-law is immediately terminated and the animal is to be removed from the strata scheme in any of the following circumstances:

14.4.1. Any breach of this by-law after the owner or occupier has been given written notification from the owners corporation of a prior breach;

14.4.2. In any instance where the animal creates noise which is reasonably likely to interfere with the enjoyment of others after the owner has received written notification from the owners corporation of a prior occasion on which the pet has created such noise;

14.4.3. In the event that the dog attacks or threatens any other person or pet within the strata scheme outside the owners lot.

### 15. Gardens:

15.1. An owner or occupier must not plant any tree, flower, shrub or vine that grows rapidly or commonly causes allergic reactions.

15.2. Any tree, flower, shrub or vine which has the potential to grow to a height in excess of 2 metres may only be planted by an owner or occupier with the written consent of the owners corporation;

15.3. No tree, flower, shrub or vine is to be planted by a lot owner with a root system which may potentially damage any part of the common property or any adjoining lot and in the event that an owner or occupier does plant such a tree, flower, shrub or vine so that it does cause damage to the common property or an adjoining lot, it is to be removed immediately at the lot owners expense and the lot owner will be liable for the repair of any damage caused to the common property or an adjoining lot and if the lot owner fails to do so upon request being made by either the owners corporation or an adjoining lot owner in writing, then the owners corporation or the adjoining lot owner may repair the damage and the cost of so doing will be a debt due by the owner or occupier to the party who repaired the damage.

### 16. Smoking

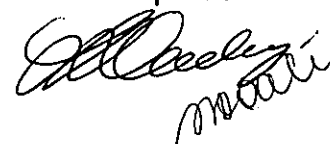
16.1. Smoking is not permitted within any common property building or enclosed part of the common property.

### 17. Appearance of lot

17.1. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

17.2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 9.

17.3. The owner or occupier of a lot must not place a pot plant or any other heavy unfixed item on any ledge, cellaret or elevated surface on the exterior of the residential part of their lot in a position from which it may fall.



**SP77246**

**By-Laws**

**18. Change in use of lot to be notified**

18.1. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

**19. Provision of amenities or services**

19.1. The owners corporation may determine to enter into arrangements for the provision of the following amenities or services ("the services") to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- medical and nursing services,
- administrative services,
- caretaker services,
- emergency response services,
- meals,
- domestic services,
- window cleaning,
- transportation,
- garbage disposal and recycling services,
- electricity, water or gas supply,
- telecommunication services (for example, cable television).

19.2. If the owners corporation makes a resolution referred to in this clause to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

19.3. The service may be paid for by the owners corporation paying the provider of the services directly or by the provider of the services charging owners or occupiers a fee for that service on a user pays basis or by a combination of such payments.

**20. Compliance with planning and other requirements**

20.1. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

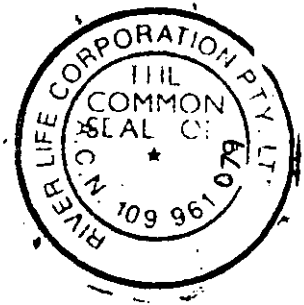
20.2. The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.



*M. O'Keefe*  
meat

SP77246

The **COMMON SEAL OF RIVER LIFE CORPORATION PTY LIMITED** ACN 109 961 079 was affixed in the presence of the authorised persons :



*[Signature]*  
.....  
Director

*[Signature]*  
.....  
Director

Mortgagee under Mortgage No. A6573689  
Signed at Sydney this 23<sup>rd</sup> day of  
may 2006 for National  
Australia Bank Limited ABN 12 004 044 937  
by **LYNETTE IRENE DARBY** its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3834

*[Signature]*  
.....  
Manager

*[Signature]*  
.....  
Witness/Bank Officer **SALLY POATE**  
255 George Street, Sydney NSW

**REGISTERED**  *Ac* 17.8.2006

**INSTRUMENT SETTING OUT TERMS OF EASEMENT  
INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres.

(Sheet 1 of 2 Sheets)

**PART 1.**

**PLAN :DP 648542**

Plan showing easement for water supply, drainage, telecom & electricity 6 metres wide within Lot 1A in Deposited Plan 385172 in the Local Government Area of Wakool, Parish of Barham, County of Wakool in the State of New South Wales being the land comprised in Folio Identifier Auto Consolidation 6778-118.

**FULL NAME AND ADDRESS  
OF PROPRIETOR OF THE  
LAND :**

Robert Alexander Eagle of  
off Yarrien Street, Barham in the State of  
New South Wales.

**1. IDENTITY OF EASEMENT  
FIRSTLY REFERRED TO IN  
ABOVEMENTIONED PLAN :**

Easement for water supply, drainage  
telecom and electricity 6 metres wide.

**SCHEDULE OF LOTS, ETC. AFFECTED.**

**LOT BURDENED**  
  
LOT 1A  
D P 385172

**LOT BENEFITED.**  
  
formerly  
LOT 22  
D P 262216 comprised in  
Certificate of Title  
Volume 14608 Folio 92  
now being lots 1 to 33 inclusive in DP. 833405  
identifiers 1 to 33 inclusive /833405

**PART 2.**

**1. TERMS OF EASEMENT FOR WATER SUPPLY, DRAINAGE, TELECOM AND ELECTRICITY  
FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN :**

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him, from time to time and at all times

- (i) to supply water in any quantities by way of an underground pipeline through the land herein indicated as the servient tenement, together with the right to use for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of supplying water or any pipe or pipes in replacement or in substitution therefore;

THIS IS SHEET 1 OF A 2 SHEET INSTRUMENT ..... *Robert A Eagle* .....

REGISTERED 16.11.1993 &

**INSTRUMENT SETTING OUT TERMS OF EASEMENT**  
**INTENDED TO BE CREATED PURSUANT TO**  
**SECTION 88B OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres.

(Sheet 2 of 2 Sheets)

**PART 2.**

**PLAN DP 648542**

Plan showing easement for water supply, drainage, telecom & electricity 6 metres wide within Lot 1A in Deposited Plan 385172 in the Local Government Area of Wakool, Parish of Barham, County of Wakool in the State of New South Wales being the land comprised in Folio Identifier Auto Consolidation 6778-118.

- (ii) to drain water by way of an underground pipeline through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes, already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes beneath the surface of the servient tenement,
- (iii) to install and maintain an underground telecom line through the land herein indicated as the servient tenement;
- (iv) to supply electricity in any quantities by way of an underground conductor through the land herein indicated as the servient tenement, together with the right to use for the purposes of the easement, any line of conduits already laid within the servient tenement for the purpose of supplying electricity or any conduit or conduits in replacement or in substitution therefore;

and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, constructing, inspecting, repairing, maintaining or renewing said several pipe lines, or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Signed in my presence by  
**ROBERT ALEXANDER EAGLE** who is  
personally known to me:

*Robert A Eagle*  
.....  
(Registered Proprietor)

Signed at Sydney the *16th* day of *September* 1993 For Commonwealth Development Bank of Australia by its duly appointed Attorney under Powers of Attorney No. 528 *Bank 3780*.

*Tam Dele*  
Witness  
*Jane Margaret Dib*  
Justice of the Peace

*Keith Lewis Griffiths*  
Manager Documents  
New South Wales

Signed at Sydney this *16th* day of *September* 1993 For Commonwealth Development Bank of Australia by its duly appointed Attorney under Powers of Attorney No. 528 *Bank 3780*.

Witness: *[Signature]*  
Manager Documents  
New South Wales.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF  
THE CONVEYANCING ACT 1919.

Lengths are in metres

(Sheet 1 of 5 Sheets)

PART 1

Plan: **DP 833405**

Plan of Subdivision of Lot 22 DP 262216 in the Shire of Wakool at Barham Parish of Barham and County of Wakool covered by Council Clerk's Certificate No. 16/92 dated the 23rd of August 1993 and being the land comprised in Folio Identifier 22/262216.

Full name and address  
of proprietor of the land:

James Chester Eagle of Teddys Lane Barham in the State of New South Wales.

Full name and address  
of mortgagee of the land:

National Australia Bank Limited of Murray Street Barham in the State of New South Wales.

1. Identity of Easement firstly referred to in the abovementioned plan

Easement for levee 13 metres wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lot or authority benefited
27, 28, 29, 30, 31 & 32	The Wakool Council

2. Identity of Easement secondly referred to in the abovementioned plan

Easement to drain sewage 3 metres wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lot or authority benefited
9, 22, 25, 26	The Wakool Council

3. Identity of Easement thirdly referred to in the abovementioned plan

Easement to drain sewage 4 metres wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lot or authority benefited
5, 6, 7 & 8	The Wakool Council

*James C Eagle*

*[Signature]*



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF  
THE CONVEYANCING ACT 1919.

Lengths are in metres

(Sheet 2 of 5 Sheets)

PART 1

Plan:

DP 833405

Plan of Subdivision of Lot 22 DP 262216 in the Shire of Wakool at Barham Parish of Barham and County of Wakool covered by Council Clerk's Certificate No. 16/92 dated the 23rd of August 1993 and being the land comprised in Folio Identifier 22/262216.

4. Identity of Restriction fourthly referred to in the abovementioned plan

Restriction as to user

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lot or authority benefited

33

The Wakool Council

5. Identity of Restriction fifthly referred to in the abovementioned plan

Restriction as to user

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lot or authority benefited

1 to 15 inclusive and 17 to 31 inclusive

Every other lot

6. Identity of Restriction sixthly referred to in the abovementioned plan

Restriction as to user

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lot or authority benefited

26

Every other lot

7. Identity of Restriction seventhly referred to in the abovementioned plan

Restriction as to user

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lot or authority benefited

1 to 15 inclusive and 17 to 25 inclusive

Every other lot

*James Beagle*

*[Signature]*





INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF  
THE CONVEYANCING ACT 1919.

Lengths are in metres

(Sheet 3 of 5 Sheets)

PART 1

Plan: *DP 833405*

Plan of Subdivision of Lot 22 DP 262216 in the Shire of Wakool at Barham Parish of Barham and County of Wakool covered by Council Clerk's Certificate No. 16/92 dated the 23rd of August 1993 and being the land comprised in Folio Identifier 22/262216.

8. Identity of Restriction eighthly referred to in the abovementioned plan

Restriction as to user

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lot or authority benefited
22 to 31 inclusive	Every other lot

9. Identity of Restriction ninthly referred to in the abovementioned plan

Restriction as to user

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lot or authority benefited
1 to 15 inclusive and 17 to 26 inclusive	Every other lot

PART 2

1. TERMS OF EASEMENT FOR LEVEE 13 METRES WIDE FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Full and free right for the body in whose favour this easement is created and every person authorised by it from time to time and at all times to enter upon the servient tenement with or without men or machinery for the purposes of construction and maintenance thereon of a flood embankment and together with the right for the body in whose favour this easement is created and every person authorised by it with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purposes of constructing maintaining or renewing the flood embankment or any part thereof provided that the body in whose favour this easement is created and the persons authorised by it will take all reasonable precautions to ensure that there is as little disturbance as possible to the surface of the servient tenement.

*James Beagle*

*[Signature]*



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF  
THE CONVEYANCING ACT 1919.

Lengths are in metres

(Sheet 4 of 5 Sheets)

PART 2

Plan:

DP B33405

Plan of Subdivision of Lot 22 DP 262216 in the Shire of Wakool at Barham Parish of Barham and County of Wakool covered by Council Clerk's Certificate No. 16/92 dated the 23rd of August 1993 and being the land comprised in Folio Identifier 22/262216.

4. TERMS OF RESTRICTIONS AS TO USER FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Not to permit the subject lot to be used other than as open space, road, or landscaped area as part of an adjoining parcel of land.

5. TERMS OF RESTRICTIONS AS TO USER FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- (i) Not to keep, cause, or allow to be kept, or garaged any truck or other vehicle in excess of two tonne carrying capacity on or adjacent to any lot.
- (ii) Not to keep pigs or to commercially breed any animals, domestic or otherwise, on any lot.
- (iii) Not to erect, or permit to stand, any fence greater than one metre in height on any street alignment.
- (iv) Not to permit any temporary or transportable building, nor any shed constructed of other than new materials, to be erected or to remain on the land.

6. TERMS OF RESTRICTIONS AS TO USER SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Not to erect, or allow to remain on the land, any main residence having a floor area of less than 110 square metres exclusive of verandahs, car ports and garages.

7. TERMS OF RESTRICTIONS AS TO USER SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Not to erect or allow to remain on the land any main residence having a floor area of less than 125 square metres exclusive of verandahs, car ports and garages.

8. TERMS OF RESTRICTIONS AS TO USER EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- (i) Not to erect or allow to remain on the land any main residence having a floor area of less than 140 square metres exclusive of verandahs, car ports and garages.

*James B Eagle*

*[Signature]*



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF  
THE CONVEYANCING ACT 1919.

Lengths are in metres

(Sheet 5 of 5 Sheets)

PART 2

Plan:

DP 833405

Plan of Subdivision of Lot 22 DP 262216 in the Shire of Wakool at Barham Parish of Barham and County of Wakool covered by Council Clerk's Certificate No. 16/92 dated the 23rd of August 1993 and being the land comprised in Folio Identifier 22/262216.

- (ii) Not to erect or permit to remain on the land any residence with external walls of other than brick, brick veneer, masonry brick, or brick and timber, with or without walls or panels of glass provided that this shall not operate to restrict common building practice in respect of materials used for lining between the tops of windows and the eaves.
- (iii) Not to erect or permit to remain on the land any fence of any side boundary constructed of other than vertically corrugated colour bond or brush.

9. TERMS OF RESTRICTIONS AS TO USER NINETHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- (i) Not to erect or permit to remain on the land any fence constructed of materials other than vertically corrugated colour bond.
- (ii) Not to erect or permit to remain on the land any residence with external walls of other than brick, brick veneer, masonry brick, or brick and timber, with or without walls or panels of glass provided that this shall not operate to restrict common building practice in respect of materials used for lining between the tops of windows and the eaves.

The person or persons with the power to release vary or modify the terms of the restrictions as to user hereby created shall be James Chester Eagle or his legal personal representative(s) during the time of his ownership of any part of the land presently comprised in Lot 22 DP 262216 and thereafter, the Wakool Council or its statutory successor.

Signed by the said  
JAMES CHESTER EAGLE  
in the presence of:

*James Chester Eagle*

*[Signature]*  
.....  
Solicitor  
Dennis Quinn

SIGNED AT SYDNEY THIS 1st  
DAY OF September 1993 FOR  
NATIONAL AUSTRALIA BANK LIMITED BY  
JEFFREY ROBERT BAKER ITS  
APPOINTED ATTORNEY UNDER POWER OF  
ATTORNEY No. 569 BOOK 2834

*[Signature]*  
ASSISTANT MANAGER  
*[Signature]*  
WITNESSES

SECURITIES SERVICES N.S.W.  
George St, Sydney  
Sean McGarry  
Bank Officer

REGISTERED  13.10.1993

**Instrument setting out terms of Easement intended to be created  
pursuant to Section 88B Conveyancing Act 1919.**

(Sheet 1 of 2 Sheets)

**DP1079913**

Plan of subdivision of Lots 17, 18, 19 & 20, D.P.  
833405 and Lot 78, D.P. 1049998, in the local  
government area of Wakool, Parish of Barham,  
County of Wakool covered by Subdivision  
Certificate No. 01/05 dated  
21<sup>st</sup> JAN. 05

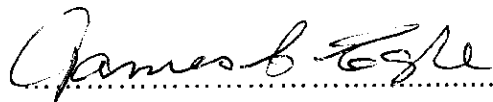
**Full name and address  
of the owner of the land :**

James Chester Eagle of Teddy's Lane, Barham  
in the State of New South Wales

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lots	Benefited lots or Prescribed Authority
1	Easement for drainage of water 3 metres wide	Lot 87	Wakool Shire Council
		Lot 88	Wakool Shire Council
2	Right of access 6 metres wide	Lot 87	Lot 88

Signed in my presence by  
**James Chester EAGLE** who  
is personally known to me:



  
.....  
Signature of Witness

*EDUARDO JULIAN GEORGEY*  
.....  
Name of Witness (Block letter)

*218 HARKLEUR ST.*  
.....  
*DEVELOPING SOLICITOR*  
.....  
Address and Occupation of Witness

DP1079913

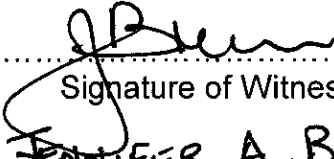
Plan of subdivision of Lots 17, 18, 19 & 20, D.P.  
833405 and Lot 78, D.P. 1049998, in the local  
government area of Wakool, Parish of Barham,  
County of Wakool covered by Subdivision  
Certificate No. 01/05 dated  
21<sup>st</sup> JAN 2005

Signed for **Wakool Shire Council** in my  
presence by MARK WILLIAMS  
who is personally known to me :



.....  
(Signature of Authorised Officer)

Manager Health and Building Services  
.....  
(Authority of Officer)

  
.....  
Signature of Witness

JENNIFER A. BRENNAN  
.....

Name of Witness

36 Moulamein Road, BARHAM. 2732.  
.....

Address of Witness

REGISTERED  26-5-2005

**Instrument setting out terms of Easements intended to be created  
pursuant to Section 88B Conveyancing Act 1919.**

**(Sheet 1 of 3 Sheets)**

**DP1094283**

Plan of easements for underground powerlines and right of access within Lot 88, D.P. 1079913 and easement for underground powerlines within Lot 87, D.P. 1079913 comprised in Folio Identifiers 87/1079913 and 88/1079913

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

River Life Corporation Pty Ltd having its registered office at Shop 2, 35 Noorong Street, Barham in the State of New South Wales

James Chester Eagle of Teddy's Lane, Barham in the State of New South Wales

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lots	Benefited lots or Prescribed Authority
1	Right of access variable width Designated "F"	Lot 88, D.P. 1079913	Lot 87, D.P. 1079913
2	Easement for underground powerlines 2 and 4 metres wide Designated "G"	Lot 87, D.P. 1079913	Country Energy ABN 37 428 185 226
		Lot 88, D.P. 1079913	

**Part 2 (Terms)**

**Terms of easement for underground powerlines 2 and 4 metres wide numbered 2 and designated "G" in the plan.**

Terms of easement for overhead powerlines as per Part B of Memorandum AA26009 as registered at Land and Property Information.



Plan :

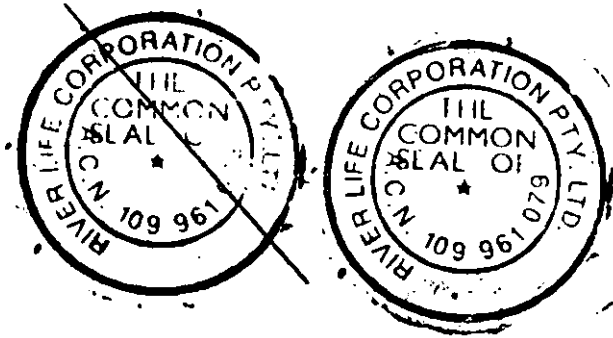
Plan of easements for underground powerlines and right of access within Lot 88, D.P. 1079913 and easement for underground powerlines within Lot 87, D.P. 1079913 comprised in Folio Identifiers 87/1079913 and 88/1079913

DP1094283

The COMMON SEAL OF RIVER LIFE CORPORATION PTY LTD ACN 109 961 079 was affixed in the presence of the authorised persons:

*[Signature]*  
Director

*[Signature]*  
Director



Owner Lot 87, D.P. 1079913

Signed in my presence by James Chester EAGLE who is personally known to me:

*[Signature]*  
Owner Lot 88, D.P. 1079913

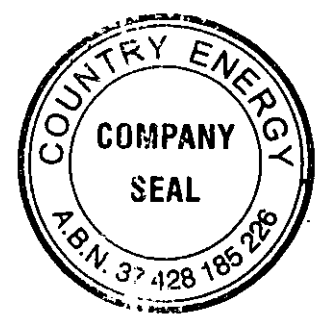
*[Signature]*  
Signature of Witness

EDWARD JULIAN GLOWRKY  
Name of Witness (Block letter)

248 HARFLUR STREET

DENILIQUIN  
Address and Occupation of Witness

The SEAL OF COUNTRY ENERGY was hereunto affixed on the EIGHTH day of FEBRUARY 2006 in accordance with its Memorandum and Articles of Association in the presence of:



*[Signature]* Director  
*[Signature]* Company Secretary

PETER JOHNSON  
ACTING COMPANY SECRETARY  
COUNTRY ENERGY

*[Signature]* *[Signature]*

Plan :

Plan of easements for underground powerlines and right of access within Lot 88, D.P. 1079913 and easement for underground powerlines within Lot 87, D.P. 1079913 comprised in Folio Identifiers 87/1079913 and 88/1079913

DP1094283

Mortgagee under Mortgage No. AB573689  
Signed at Sydney this 29th day of  
November 2005 for National  
Australia Bank Limited ABN 12 004 044 937  
by **Fiona Ferguson** its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3834

.....  
Manager

.....  
Witness/Bank Officer **GERALDINE L. MIGUEL**  
255 George Street, Sydney NSW



*[Handwritten mark]*



Form: 15CB  
Licence: 01-05-086  
Licensee: LEAP Legal Software Pty Limited  
Firm name: J.S. Mueller & Co

# CHANGE OF BY-LAWS



New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900

## AE686266C

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

For the common property CP/SP77246
---------------------------------------

(B) **LODGED BY**

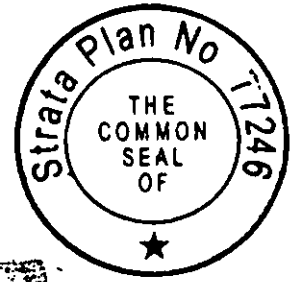
Delivery Box <b>47 V</b>	Name, Address or DX and Telephone H.M. Allen & Co. LLPN DX 437 Sydney 123012 E Ph 9232 3662 Reference (optional): <i>JSM 16803</i>	CODE <b>CB</b>
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(C) The Owners-Strata Plan No 77246 certify that pursuant to a resolution passed on 26 March 2009 and in accordance with the provisions of

(D) section 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—

- (E) Repealed by-law No Not applicable  
 Added by-law No Special By-law No. 1  
 Amended by-law No Not applicable

as fully set out below.  
See Annexure "A"



(F) The common seal of the Owners-Strata Plan No 77246 was affixed on *1st May 2009* in the presence of—

Signature(s): *[Handwritten Signature]*  
Name(s): *NEIL R. GIFFIN*



being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name and position of authorised officer:

## Annexure "A"

### Special By-Law No. 1

#### 1. Purpose

- 1.1 The purpose of this By-law is to facilitate the Developer, who at the date of registration of this by-law was the original owner of the Strata Scheme, to complete the development of the whole Strata Scheme, including the Reserved Lots, into a residential retirement facility and to permit the conduct of those activities necessary for the completion of that development as they arise from time to time.

#### Definitions

- 1.2 In this by-law, except in so far as the context or subject-matter otherwise indicates or requires:

**"Act"** means Strata Schemes Management Act 1996;

**"Authority"** means a governmental or semi-governmental administrative, fiscal or judicial department or entity and a statutory agency or authority having jurisdiction over the Development Site;

**"Common Property"** means the common property of the Strata Scheme;

**"Council"** means Wakool Shire Council or such other council within whose boundaries the Strata Scheme is located;

**"Designated Matters"** means the following matters:-

1. The creation, entering into, making, granting or dedication of:
  - (a) easements, restrictions on use and positive covenants; and
  - (b) leases, agreements and arrangements; and
  - (c) rights and privileges; and
  - (d) land

by the Owners Corporation or the Developer.

2. The variation of:

- (a) easements, restrictions on use or positive covenants; or
- (b) leases, agreements or arrangements; or
- (c) rights and privileges

by the Owners Corporation or the Developer.

3. As required by the appropriate Authority:

- (a) the construction within Common Property of one or more electricity substations (**Substation Premises**); and
  - (b) the grant to the appropriate Authority by the Owners Corporation or the Developer of a lease of the Substation Premises; and
  - (c) the grant to the appropriate Authority by the Owners Corporation or the Developer of easements and other rights and privileges in connection with the Substation Premises.
4. The imposition by the Council or any other Authority of restrictions, notices, declarations, requirements and other affectations and easements, restrictions on the use of land and positive covenants:
  - (a) in connection with the land contained within the Reserved Lots at the date of registration of this by-law; and
  - (b) which have the effect of any of the following on the Common Property:
    - (i) prohibiting, restricting or regulating:
      - A. the erection of some or all structures; or
      - B. the use of particular types of trees and other plants; or
      - C. any disturbance of the surface or below the surface; or
    - (ii) prohibiting or restricting some or all uses other than the use of the surface for park, recreational open space or playing fields.
5. The carrying out of the Development Activities.
6. Until completion of the sale by the Developer of all land forming part of the Development Site, other than Common Property, the Developer and persons authorised by the Developer may:
  - (a) conduct selling and leasing activities in and about the Common Property and any lot owned by the Developer; and
  - (b) place and maintain in and about the Common Property and any lot owned by the Developer:
    - (i) signs in connection with those selling and leasing activities; and
    - (ii) offices and other facilities for sales people.
7. Obtaining any approval by the Council necessary for any Development Activity or development of the Reserved Lots.

8. Obtaining a Construction Certificate from the Council or any other approval necessary for any Development Activity to be conducted on the Reserved Lots or the Common Property.
9. Approval by the Owners Corporation, Council or any other Authority of any strata plan of subdivision, plan of subdivision or plan of consolidation of any land contained within the Strata Plan and anything required for the registration of any such plan.
10. Approval of any schedule of unit entitlement shown on or relating to any strata plan of subdivision including a reallocation of the unit entitlement for any lot or a change to the aggregate unit entitlement for the Strata Plan.
11. Execute under the common seal of the Owners Corporation such certificates as may be necessary to show its consent to any strata plan of subdivision, its agreement to any schedule of unit entitlements, confirm that Council approval to a strata plan of subdivision was given after the expiry of the initial period or execute any certificates necessary for the registration of any document creating or registering easements or restrictions as to user involving Common Property.
12. Attaching structures and services to structures and services previously constructed or installed and to construct and install further structures and services in or on Common Property.
13. The production of the certificate of title for the Common Property at Land and Property Information New South Wales from time to time to enable registration of strata plans of subdivision or consolidation or to effect severance of a lot from the Strata Scheme or to record registration of an instrument or other dealing.
14. Without limiting the generality of the foregoing any motion to be considered by the Owners Corporation pursuant to or relating to the Strata Schemes (Freehold Development) Act 1973 sections 9(1), 9(3)(d)(i), 11(b), 12, 13(2)(b), 19(2), 19(3)(b), 25(1), 26(1), 27(1A), 27(1B), 27(2), 27(2A), 28(4), 37(4)(a) or 37(5)(a) or the Act sections 52 or 123 and the doing by the Owners Corporation of anything pursuant to those sections or any resolution on the motion.
15. Passing, repealing or consenting to a by-law or resolution of the Owners Corporation relating to a Development Activity.

**“Developer”** means the owner for the time being of any one or more of the Reserved Lots or any lot contained within a strata plan of subdivision of a Reserved Lot where that owner was the owner of the Reserved Lot immediately prior to registration of the strata plan of subdivision and if more than one then all such owners jointly;

**“Development Activities”** means:

- (a) any form of remediation work or rehabilitation work on or about the Development Site; and
- (b) any form of demolition work, excavation work or landscaping work on the Development Site; and
- (c) any form of building work or work ancillary to or associated with building work on the Development Site including the installation of services; and
- (d) any form of work other than the forms of work referred to in paragraphs (a), (b) and (c) of this definition which is considered necessary or desirable by the Developer; and
- (e) the subdivision or strata subdivision of land forming part of the Development Site; and
- (f) the consolidation of land forming part of the Development Site; and
- (g) the dedication of land forming part of the Development Site;

**“Development Site”** means the land comprised in the strata scheme created by the registration of Strata Plan No. 77246;

**“Owner”** means the Owner of any lot within the Strata Scheme other than the Developer;

**“Owners Corporation”** means the Owners Corporation constituted on the registration of Strata Plan No. 77246;

**“Reserved Lots”** means Lots 7, 10, 11, 21 and 22 in Strata Plan No. 77246;

**“Strata Scheme”** means the strata scheme constituted on the registration of Strata Plan No. 77246;

**“Strata Plan”** means Strata Plan No. 77246;

**“Tribunal”** means the Consumer, Trader and Tenancy Tribunal established by the Consumer, Trader and Tenancy Tribunal Act 2001.

### **Interpretation**

1.3 In this by-law, unless the context clearly indicates otherwise:

- (a) a reference to a by-law means this by-law; and
- (b) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity; and

- (c) “including” is not a word of limitation; and
- (d) the words “at any time” mean at any time and from time to time; and
- (e) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually; and
- (f) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns; and
- (g) where this by-law refers to a body or Authority which no longer exists, unless otherwise prescribed by law, there will be substituted a body or Authority having substantially the same objects as the named body or Authority; and
- (h) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision; and
- (i) a reference to a time is to that time in Sydney; and
- (j) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day; and
- (k) a requirement to do any thing in this by-law includes a requirement to cause that thing to be done; and
- (l) a word that is derived from a defined word has a corresponding meaning; and
- (m) the singular includes the plural and vice-versa; and
- (n) words importing one gender include all other genders.

#### **What An Owner Must Not Do**

##### 1.4 An Owner must not:

- (a) Do anything including make an application to or otherwise approach an Adjudicator, the Tribunal, the Council or the Owners Corporation or commence any proceedings in a court or tribunal which would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or, without

limiting the generality of the foregoing, the conduct of the Designated Matters by either the Developer or the Owners Corporation; or

- (b) Procure or request any person to do anything which may delay or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or, without limiting the generality of the foregoing, the conduct of the Designated Matters by either the Developer or the Owners Corporation.

**What An Owner Must Do**

1.5 An Owner, mortgagee or covenant chargee of any lot within the Strata Scheme must:

- (a) If the Developer serves notice requiring the Owner to do so, vote in favour of any motion for a resolution of the owners corporation to implement or give effect to or which otherwise beneficially affects any of the Designated Matters or which is of assistance to the Developer in the conduct of any Designated Matter; and
- (b) If the Developer serves notice requiring the Owner to do so, vote against any motion for a resolution of the owners corporation to implement or give effect to or which otherwise beneficially affects any of the Designated Matters or which is of assistance to the Developer in the conduct of any Designated Matter; and

**Term**

1.6 This by-law will cease to have effect on the date being six (6) years after the date of registration of this by-law or the date upon which there ceases to be a Developer, whichever is the earlier.

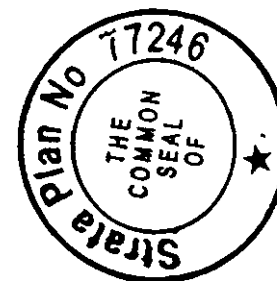
The common seal of the Owners – Strata Plan No. 77246 was affixed on *1<sup>st</sup> May 2009* in the presence of –

Signature(s):



Name(s):

*NEIL R GIFFIN.*



being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



FOLIO: 7/SP77246

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SEARCH DATE	TIME	EDITION NO	DATE
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24/5/2024	1:34 PM	2	3/4/2017

LAND

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LOT 7 IN STRATA PLAN 77246  
AT BARHAM  
LOCAL GOVERNMENT AREA MURRAY RIVER

FIRST SCHEDULE

-----

RIVER LIFE CORPORATION PTY LIMITED

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP77246
- 2 SP77246 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (1) IN THE S. 88B INSTRUMENT
- 3 SP77246 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S. 88B INSTRUMENT

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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





LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: 11/SP77246

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SEARCH DATE	TIME	EDITION NO	DATE
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24/5/2024	1:38 PM	2	3/4/2017

LAND

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LOT 11 IN STRATA PLAN 77246  
AT BARHAM  
LOCAL GOVERNMENT AREA MURRAY RIVER

FIRST SCHEDULE

-----

RIVER LIFE CORPORATION PTY LIMITED

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP77246
- 2 SP77246 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (1) IN THE S. 88B INSTRUMENT
- 3 SP77246 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S. 88B INSTRUMENT

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

24150354

PRINTED ON 24/5/2024

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LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: 21/SP81069

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SEARCH DATE	TIME	EDITION NO	DATE
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24/5/2024	1:38 PM	2	3/4/2017

LAND

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LOT 21 IN STRATA PLAN 81069  
AT BARHAM  
LOCAL GOVERNMENT AREA MURRAY RIVER

FIRST SCHEDULE

-----

RIVER LIFE CORPORATION PTY LIMITED

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP77246
- 2 SP77246 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (1) IN THE S. 88B INSTRUMENT
- 3 SP77246 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S. 88B INSTRUMENT

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

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SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: 22/SP81069

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SEARCH DATE	TIME	EDITION NO	DATE
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24/5/2024	1:38 PM	2	3/4/2017

LAND

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LOT 22 IN STRATA PLAN 81069  
AT BARHAM  
LOCAL GOVERNMENT AREA MURRAY RIVER

FIRST SCHEDULE

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RIVER LIFE CORPORATION PTY LIMITED

SECOND SCHEDULE (3 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP77246
- 2 SP77246 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (1) IN THE S. 88B INSTRUMENT
- 3 SP77246 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S. 88B INSTRUMENT

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: 25/SP87611

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SEARCH DATE	TIME	EDITION NO	DATE
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24/5/2024	1:38 PM	2	3/4/2017

LAND

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LOT 25 IN STRATA PLAN 87611  
AT BARHAM  
LOCAL GOVERNMENT AREA MURRAY RIVER

FIRST SCHEDULE

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RIVER LIFE CORPORATION PTY LIMITED

SECOND SCHEDULE (3 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP77246
- 2 SP77246 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (1) IN THE S. 88B INSTRUMENT
- 3 SP77246 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S. 88B INSTRUMENT

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

24150354

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Received: 24/05/2024 13:38:30



**SECTION 10.7(2) PLANNING CERTIFICATE**  
 Issued under the Environmental Planning and Assessment Act 1979

**Certificate No:** 1141-2324c  
**Certificate Date:** 30 May 2024  
**Receipt No:** MAR3200  
**Applicant:** InfoTrack  
**Email:** ecertificates@infotrack.com.au  
**Your Reference:** 24150354  
**Assessment No:** 11170164  
**Address of Property:** 56 Teddy's Lane Barham NSW 2732  
**Description of Land:** Lot 21 SP 81069, Lot 22 SP 81069, Lot 25 SP 87611, Lot 7 SP 77246, Lot 11 SP 77246  
**Owner:** River Life Corp P/L

The following information is provided in respect of the abovementioned land pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act 1979, (the Act):

**1. Names of relevant planning instruments and development control plans**

<p>(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.</p>	<p><b>Wakool Local Environmental Plan 2013</b>          The <u>Wakool Local Environmental Plan 2013</u> is the principal statutory planning document prepared by Council to guide planning decisions within the Murray River Local Government Area. An electronic version is available at: <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a>.</p> <p><b>State Environmental Planning Policies</b> – Refer to Appendix 'B'</p> <p><b>Wakool Development Control Plan 2013</b>          The <u>Wakool Development Control Plan 2013</u> contains detailed planning controls which set out the guidelines and considerations against which development applications can be consistently measured and assessed for determination purposes within the Murray River Local Government Area.</p>
<p>(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.</p>	<p><b>Proposed Wakool LEP 2013 - Planning Proposals</b>          Nil</p>

<p>(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—</p> <p>(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or</p> <p>(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.</p>	Noted.
<p>(4) In this section—  <b>proposed environmental planning instrument</b> means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.</p>	

## 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—

<p>(a) the identity of the zone, whether by reference to—</p> <p>(i) a name, such as “Residential Zone” or “Heritage Area”, or</p> <p>(ii) a number, such as “Zone No 2 (a)”,</p>	R1 General Residential
<p>(b) the purposes for which development in the zone—</p> <p>(i) may be carried out without development consent, and</p> <p>(ii) may not be carried out except with development consent, and</p> <p>(iii) is prohibited,</p>	Refer to Appendix ‘A’
<p>(c) whether additional permitted uses apply to the land,</p>	Not applicable.
<p>(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,</p>	Not applicable.
<p>(e) whether the land is in an area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i>,</p>	Not known to.
<p>(f) whether the land is in a conservation area, however described,</p>	No
<p>(g) whether an item of environmental heritage, however described, is located on the land.</p>	No

## 3. Contributions plans

<p>(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.</p>	<p><b>Section 7.11 (formally Section 94) Development Contributions Plan,</b>  December 2011 as amended  This plan details charges to be levied on development in relation to:</p> <ul style="list-style-type: none"> <li>• Roads</li> <li>• Open Space</li> <li>• Community Facilities</li> <li>• Waste</li> <li>• Stormwater</li> <li>• Car Parking</li> </ul>
<p>(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.</p>	Not applicable.

#### 4. Complying development

<p>Whether or not the land is land on which complying development may be carried out under each of the complying development codes under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19. If complying 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.</p>	<p><b><u>Part 3 Housing Code</u></b> Complying development <b>may be</b> carried out under the Housing Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b><u>Part 3A Rural Housing Code</u></b> Not applicable.</p> <p><b><u>Part 3B Low Rise Housing Diversity Code</u></b> Complying development <b>may be</b> carried out under the Low Rise Housing Diversity Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b><u>Part 3C Greenfield Housing Code</u></b> Not applicable.</p> <p><b><u>Part 3D Inland Code</u></b> Complying development <b>may be</b> carried out under the Inland Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b><u>Part 4 Housing Alterations Code</u></b> Complying development <b>may be</b> carried out under the Housing Alterations Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b><u>Part 4A General Development Code</u></b> Complying development <b>may be</b> carried out under the General Development Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b><u>Part 5 Industrial and Business Alterations Code</u></b> Complying development <b>may be</b> carried out under the Industrial and Business Alterations Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b><u>Part 5A Industrial and Business Buildings Code</u></b> Not applicable.</p> <p><b><u>Part 5B Container Recycling Facilities Code</u></b> Complying development <b>may be</b> carried out under the Container Recycling Facilities Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b><u>Part 6 Subdivisions Code</u></b> Complying development <b>may be</b> carried out under the Subdivisions Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b><u>Part 7 Demolition Code</u></b> Complying development <b>may be</b> carried out under the Demolition Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b><u>Part 8 Fire Safety Code</u></b> Complying development <b>may be</b> carried out under the Fire Safety Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p>
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**Disclaimer:** This certificate only addresses matters raised in Clauses 1.17A(1)(c)–(e), (2), (3), (4), 1.18(1)(c3) and 1.19 of the Codes SEPP. It is your responsibility to ensure compliance with any other requirements of the Codes SEPP. Failure to comply with these provisions may result in a Complying Development Certificate issued under the provisions of the Codes SEPP being invalidated by the Land and Environment Court of NSW.

## 5. Exempt development

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u> , because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A. 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.	Exempt development <b>may be</b> carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Disclaimer:</b> This certificate only addresses matters raised in Clause 1.16(1)(b1)–(d) and Clause 1.16A of the Codes SEPP. It is your responsibility to ensure compliance with any other requirements of the Codes SEPP prior to undertaking development. Failure to comply with these provisions may result in compliance action being taken against the landowner/developer.	

## 6. Affected building notices and building product rectification orders

(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.  (2) In this section— <b>affected building notice</b> has the same meaning as in the <u>Building Products (Safety) Act 2017</u> , Part 4. <b>building product rectification order</b> has the same meaning as in the <u>Building Products (Safety) Act 2017</u> .	None that Council is aware of.  None that Council is aware of.  None that Council is aware of.
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## 7. Land reserved for acquisition

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.	Not known to be reserved.
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## 8. Road widening and road realignment

Whether the land is affected by road widening or road realignment under— (a) the <u>Roads Act 1993</u> , Part 3, Division 2, or (b) an environmental planning instrument, or (c) a resolution of the council.	Not known to be affected.
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## 9. Flood related development controls

<p>(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.</p> <p>Yes</p> <p>(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.</p> <p>Yes</p> <p>(3) In this section— <b>flood planning area</b> has the same meaning as in the Flood Risk Management Manual. <b>Flood Risk Management Manual</b> means the <i>Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.</i> <b>probable maximum flood</b> has the same meaning as in the Flood Risk Management Plan.</p>
<p><b>Council warns of the potential that flood related development controls may be introduced which may adversely affect future development applications and building plans. It is highly recommended that potential purchasers make any further inquiries as may be necessary, including but not limited to visiting <a href="#">Echuca-Moama-Torrumbarry Flood Study - Online Map (arcgis.com)</a> and <a href="#">Flood studies and plans Murray River Council (nsw.gov.au)</a>.</b></p>

## 10. Council and other public authorities policies on hazard risk restrictions

<p>(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.</p> <p>(2) In this section— <b>adopted policy</b> 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.</p>
<p>No</p>

## 11. Bush fire prone land

<p>(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.</p> <p>(2) If none of the land is bush fire prone land, a statement to that effect.</p>	<p>None apply.</p>
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## 12. Loose-fill asbestos insulation

<p>If the land includes residential premises, within the meaning of the <i>Home Building Act 1989</i>, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.</p>	<p>None apply.</p>
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## 13. Mine subsidence

<p>Whether the land is declared to be a mine subsidence district, within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>	<p>This land is not declared to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>
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## 14. Paper subdivision information

<p>(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.</p> <p>(2) The date of a subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.</p>	<p>None apply.</p>
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### 15. Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the <i>Native Vegetation Act 2003</i> , 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 that Act.	None apply.
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### 16. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the <i>Biodiversity Conservation Act 2016</i> , 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. <b>Note—</b> Biodiversity stewardship agreements include biobanking agreements under the <i>Threatened Species Conservation Act 1995</i> , Part 7A that are taken to be biodiversity stewardship agreements under the <i>Biodiversity Conservation Act 2016</i> , Part 5.	None that Council is aware of.
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### 17. Biodiversity certified land

If the land is biodiversity certified land under the <i>Biodiversity Conservation Act 2016</i> , Part 8, a statement to that effect. <b>Note—</b> Biodiversity certified land includes land certified under the <i>Threatened Species Conservation Act 1995</i> , Part 7AA that is taken to be certified under the <i>Biodiversity Conservation Act 2016</i> , Part 8.	None that Council is aware of.
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### 18. Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land, but only if the council has been notified of the order.	None apply.
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### 19. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

(1) If the <i>Coastal Management Act 2016</i> applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the <i>Local Government Act 1993</i> , section 496B, for coastal protection services that relate to existing coastal protection works. (2) In this section— <b>existing coastal protection works</b> has the same meaning as in the <i>Local Government Act 1993</i> , section 553B. <b>Note—</b> 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.	Not applicable.
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### 20. Western Sydney Aerotropolis

Whether under <i>State Environmental Planning Policy (Precincts—Western Parkland City) 2021</i> , 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.	Not applicable.
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### 21. Development consent conditions for seniors housing

If <i>State Environmental Planning Policy (Housing) 2021</i> , 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).	None apply.
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## 22. Site compatibility certificates and development consent conditions for affordable rental housing

<p>(1) Whether there is a current site compatibility certificate under <i>State Environmental Planning Policy (Housing) 2021</i>, 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—</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) that a copy may be obtained from the Department.</p> <p>(2) If <i>State Environmental Planning Policy (Housing) 2021</i>, 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).</p> <p>(3) Any conditions of a development consent in relation to land that are of a kind referred to in <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i>, clause 17(1) or 38(1).</p> <p>(4) In this section—</p> <p><b>former site compatibility certificate</b> means a site compatibility certificate issued under <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i>.</p>	None apply.
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**Note:** The following matters are prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate.

(a) that the land to which the certificate relates is significantly contaminated land (within the meaning of the <i>Contaminated Land Management Act 1997</i> )—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 the <i>Contaminated Land Management Act 1997</i> )—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 the <i>Contaminated Land Management Act 1997</i> )—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 the <i>Contaminated Land Management Act 1997</i> )—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 the <i>Contaminated Land Management Act 1997</i> )—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	None apply.
<p><b>Murray River Council Contaminated Land Management Policy note</b></p> <p>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. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application or provisions under relevant state legislation is warranted.</p>	

## GENERAL COMMENTS

- See Appendix A for the objectives of the zones affecting the subject land.
- Environmental Planning Instruments and the *Wakool Development Control Plan 2013* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.
- The *Wakool Development Control Plan 2013* complements the provisions of the *Wakool Local Environmental Plan 2013* 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 Plan, State Environmental Planning Policy, the Wakool Local Environmental Plan 2013* or the *Wakool Development Control Plan 2013*. In these circumstances any such covenant, agreement or instrument may be overwritten under Section 1.9A of the *Wakool Local Environmental Plan 2013*.

Any request for further information in connection with the above information should be marked to the attention of Council's Development Services Team or call 1300 087 004.



**Rod Croft**  
**Director Planning and Environment**



# WAKOOL LOCAL ENVIRONMENTAL PLAN 2013

## Appendix A

### ZONE R1 General Residential

#### GENERAL REQUIREMENTS

#### DEVELOPMENT AND SUBDIVISION

##### LAND USE TABLE: R1 GENERAL RESIDENTIAL ZONE

###### 1 Objectives of 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 ensure development is ordered in such a way as to encourage walking and cycling in close proximity to settlement.

###### 2 Permitted without consent

Environmental protection works; Home occupations; Roads

###### 3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Eco-tourist facilities; Electricity generating works; Emergency services facilities; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Hostels; Information and education facilities; Jetties; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Recreation facilities (outdoor); Residential accommodation; Residential flat buildings; Respite day care centres; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Waste or resource transfer stations; Water supply systems

###### 4 Prohibited

Farm stay accommodation; Rural workers' dwellings; Any other development not specified in item 2 or 3

## RELEVANT SPECIAL PROVISIONS

### 4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows—
  - (a) to ensure that new subdivisions reflect existing lot sizes and patterns in the surrounding locality,
  - (b) to ensure that lot sizes have a practical and efficient layout to meet their intended use,
  - (c) to ensure that lot sizes do not undermine the land’s capability to support rural development,
  - (d) to prevent the fragmentation of rural lands,
  - (e) to provide for a range of lot sizes that reflect the services available to the area,
  - (f) to encourage subdivision designs that promote a high level of pedestrian and cyclist connectivity and accommodate public transport vehicles.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land—
  - (a) by the registration of a strata plan or strata plan of subdivision under the Strata Schemes Development Act 2015, or
  - (b) by any kind of subdivision under the Community Land Development Act 2021.

### 4.1B Minimum lot sizes for dual occupancies, multi dwelling housing and residential flat buildings

- (1) The objective of this clause is to achieve planned residential density in certain zones.
- (2) Development consent may be granted to development on a lot in a zone shown in Column 2 of the table to this clause for a purpose shown in Column 1 of the table opposite that zone, if the area of the lot is equal to or greater than the area specified for that purpose and shown in Column 3 of the table.

Column 1	Column 2	Column 3
Dual occupancy	Zone R1 General Residential	800 square metres
Dual occupancy	Zone RU5 Village	1,000 square metres
Dual occupancy	Zone R5 Large Lot Residential	1,000 square metres
Multi dwelling housing	Zone R1 General Residential	1,250 square metres

## Appendix B

### State Environmental Planning Policies

- State Environmental Planning Policy (Biodiversity and Conservation) 2021
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing) 2021
- State Environmental Planning Policy (Industry and Employment) 2021
- State Environmental Planning Policy (Planning Systems) 2021
- State Environmental Planning Policy (Precincts—Regional) 2021
- State Environmental Planning Policy (Primary Production) 2021
- State Environmental Planning Policy (Resilience and Hazards) 2021
- State Environmental Planning Policy (Resources and Energy) 2021
- State Environmental Planning Policy (Sustainable Buildings) 2022
- State Environmental Planning Policy (Transport and Infrastructure) 2021

Assessment no: 11170164  
Certificate application no: 1126-2324c  
Applicant ref: 24150354  
Receipt No: MAR3201

28/05/2024

Dear Sir/Madam

**Re: Request for Certificates – Sewerage Diagram**  
**Property: CP/SP77246, 25/SP87611, 22/SP81069, 21/SP81069, 11/SP77246, 7/SP77246**  
**Owner: River Life Corp P/L**

Please be advised that the abovementioned property does not have a diagram available for Council's sewer system.

Should you require further information, please contact Council on 1300 087 004.

Yours sincerely



**Rod Croft**  
**Director Planning & Environment**