

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 email: sharon@clk.com.au
co-agent		
vendor	Murray River Council 20 Tualka Terrace, Moulamein, NSW 2733	
vendor's solicitor	EC Property Lawyers 410 Church Street, NORTH PARRAMATTA, NSW 2151	phone: 0298902788 email: karl@ecls.net.au ref: 24150353
date for completion	42days after the contract date	(clause 15)
land (address, plan details and title reference)	30 DENILQUIN ST MOAMA NSW 2731 Lot 8 DEPOSITED PLAN 628963 Folio Identifier 8/628963	
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>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by 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>Signed by 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 type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input 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 Other <input checked="" type="checkbox"/> 60 Special conditions
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <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:**

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **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 –
- adjustment date* the earlier of the giving of possession to the purchaser or completion;
 - adjustment figures* details of the adjustments to be made to the price under clause 14;
 - authorised Subscriber* a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
 - bank* the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
 - business day* any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
 - cheque* a cheque that is not postdated or stale;
 - clearance certificate* a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act*, that covers one or more days falling within the period from and including the contract date to completion;
 - completion time* the time of day at which completion is to occur;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - deposit-bond* a deposit bond or guarantee with each of the following approved by the vendor –
 - the issuer;
 - the expiry date (if any); and
 - the amount;
 - depositholder* vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor*, or if no vendor's *solicitor* is named in this contract, the buyer's agent);
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - document of title* document relevant to the title or the passing of title;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transaction* a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
 - FRCGW percentage* the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
 - FRCGW remittance* a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
 - GST Act* A New Tax System (Goods and Services Tax) Act 1999;
 - GST rate* the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
 - GSTRW payment* a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
 - GSTRW rate* the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
 - incoming mortgagee* any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
 - legislation* an Act or a by-law, ordinance, regulation or rule made under an Act;
 - manual transaction* a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
 - normally* subject to any other provision of this contract;
 - participation rules* the participation rules as determined by the *ECNL*;
 - party* each of the vendor and the purchaser;
 - property* the land, the improvements, all fixtures and the inclusions, but not the exclusions;
 - planning agreement* a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property*;
 - populate* to complete data fields in the *Electronic Workspace*;

<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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</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 *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 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.

30 DENILIQVIN ST MOAMA NSW 2737

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.

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.

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: 8/628963

SEARCH DATE	TIME	EDITION NO	DATE
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10/5/2024	2:02 PM	-	-

VOL 14982 FOL 135 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 8 IN DEPOSITED PLAN 628963
AT MOAMA
LOCAL GOVERNMENT AREA MURRAY RIVER
PARISH OF MOAMA COUNTY OF CADELL
TITLE DIAGRAM DP628963

FIRST SCHEDULE

KILPA NOMINEES PTY LIMITED

SECOND SCHEDULE (3 NOTIFICATIONS)

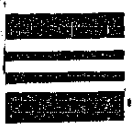
- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 N329484 EASEMENT FOR ACCESS AFFECTING THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 S830416 MORTGAGE TO ECHUCA INSURED HOUSING LOANS PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

N 329484



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MEMORANDUM OF TRANSFER

REAL PROPERTY ACT 1900

I, JAMES THOMAS HICKEY of Moama Dairy Farmer (herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described subject however to such encumbrances liens and interest as are notified hereunder in consideration of ONE DOLLAR (\$1-00) (the receipt whereof is hereby acknowledged) paid to me by ARNEL'S CARAVAN PARK & BOAT MARINA PTY. LTD. do hereby transfer and grant to ARNEL'S CARAVAN PARK & BOAT MARINA PTY. LTD. (herein called transferee) out of All such my estate and interest in All the land mentioned in the schedule following:

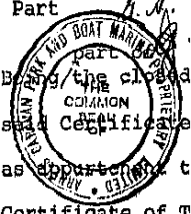
(with consent of her/see)

County: Cadell

Parish: Moama

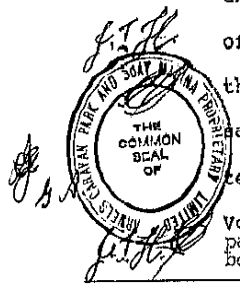
Reference to Title;	Whole or part	Volume	Folio
	Part	10992	178

Description of land: *J.S.H.* Being the closed road tenthly described in the said Certificate of Title full and free right as appertaining to the land comprised in Certificate of Title Volume 11026 Folio 21 to and for the said transferee and its tenants, agents workmen and visitors to go pass and repass at all times hereafter and for all purposes and either with or without horses or



J.S.H.

other animals carts or other carriages into
and out of the land comprised in Certificate
of Title Volume 11026 Folio 21 or any part
thereof through over and along All that
said piece of land being the closed road
tently described in Certificate of Title
Volume 10992 Folio 178, save and except that
part of the aforesaid closed road which has
been dedicated as a public road in D.P.559984.



SIGNED at Echuca the 31ST day of August 1971.

Signed in my presence by the
transferor JAMES THOMAS HICKEY
who is personally known to me

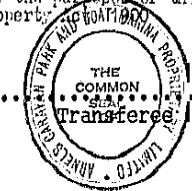
J. T. Hickey
J. T. Hickey.....
Transferor

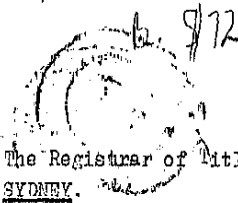
.....
SOLICITOR FOR NEW SOUTH WALES
ECHUCA

A handwritten signature in cursive, likely belonging to G. Rinnane.

The Common Seal of ARNEL'S
CARAVAN PARK & BOAT MARINA PTY.
LTD. was hereto affixed by
authority of the Directors in
the presence of
J. Arnel - Director
.....
J. Arnel - Director

G. RINNANE
SOLICITOR FOR N.S.W.
Accepted and Certified correct
for the purposes of the Real
Property Act 1900





N 329484

SHAW'S SECURITIES
PIET LABEL & MARTIN PIERRE
PHONE 29476 BRISBANE QLD

Please register this dealing and hand Certificate of Title Volume 10992 Folio 178 and Registered Mortgage No. 1520181 to Commonwealth Trading Bank of Australia.

[Signature]
Commonwealth Trading Bank of Australia.

Air

MITCHELL, MCKENZIE & CO.
SOLICITORS,
209 HARRIS STREET,
ECHUCA 3625
JHT:MT

E A S E M E N T

ARNOLD'S CARAVAN PARK &
BOAT MARINA PTY. LTD.

J. L. HIGGINS

and

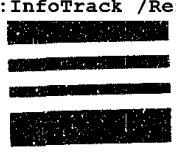
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7/12/98
Deeds

Registered 26th 3/1974
[Signature]
REGISTRAR GENERAL



four

10/12/98



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S830416
OFFICE USE ONLY
\$ 211

EW SOUTH WALE
\$ 18500

MORTGAGE

REAL PROPERTY ACT, 1910
(To be lodged in duplicate)
(See Instructions for Completion issued separately)

Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
VOLUME 10998 FOLIOS 8'9 10 & 16	WHOLE	PH. MOAMA CO. CADELL
VOLUME 13089 FOLIOS 135 to 174 inclusive	WHOLE <i>LOTS 1 & 2</i>	PH. MOAMA CO. CADELL
VOLUME 12741 FOLIO 239	PART - THE PART OF LOT IN DL 620204 being that part of the land situated to the north of Charter Street as shown on DP 620204.7 AS WAS FORMERLY COVERED IN DL 12741 VOL 239 of V. 10998 F. 8/16	PH. MOAMA CO. CADELL

MORTGAGOR
Note (a)

MORTGAGOR
Note (b)

KILPA NOMINEES PTY. LIMITED the registered office of which is situate at 235 Anstruther Street Echuca in the State of Victoria

OFFICE USE ONLY
N

(the abovenamed MORTGAGOR) hereby acknowledges receipt of the principal sum of \$ 60,000 (SIXTY THOUSAND DOLLARS) covenants with the undermentioned Mortgagee that the provisions set forth in the Schedule hereto shall be deemed to be incorporated herein, and, for the purpose of securing to the Mortgagee the payment of the principal sum and interest thereon, mortgages to the MORTGAGEE,

MORTGAGEE
Note (b)

TENANCY
Note (c)

ECHUCA INSURED HOUSING LOANS PTY. LIMITED the registered office of which is situate at Suite 1, 200 Pakenham Street Echuca in the State of Victoria

as joint-tenants/tenants-in-common

OFFICE USE ONLY
M/

all the Mortgagor's estate and interest in the land above described (which land is referred to in the Memorandum hereinafter mentioned and in the Schedule hereto as the mortgaged land) subject to the following PRIOR ENCUMBRANCES 1. 2. 3.

DATE OF MORTGAGE 5th November 1981

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the mortgagor who is personally known to me
THE COMMON SEAL of KILPA NOMINEES PTY. LIMITED
Signature of Witness
was hereunto affixed in the presence of :
Name of Witness (BLOCK LETTERS)



[Signature] Director
[Signature] Secretary

Signature of Mortgagor - MORTGAGOR

Signed in my presence by the mortgagee who is personally known to me
THE COMMON SEAL of ECHUCA INSURED HOUSING LOANS PTY. LIMITED
Signature of Witness
the presence of :
Name of Witness (BLOCK LETTERS)



[Signature] Director
[Signature] Secretary

Signature of Mortgagee MORTGAGEE

COMPLETED LODGING PARTY
Note (f)
Note (g)

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LODGED BY McLAREN, COSTIGAN & MONK LAW STATIONERS 155 KING STREET, 232 2557 SYDNEY DX349 543H.		LOCATION OF DOCUMENTS CT OTHER Herewith. <i>DL 620204</i> In R.G.O. with Produced by	
Delivery Box Number	REGISTERED <i>23-9-1982</i>	44 cts ✓ Imp - Mtg ✓ 28-9-82	over
Extra Fee <i>\$50.00 PAID</i>	Checked by <i>[Signature]</i> 20/11/81	Registrar General	

BEING PART LOT 1 DP 620204
 COMPRISED IN C.F. VOL 12741 FOL 239
 New being added on land comprised
 In Cert of Title, Vol. 14872 Fol 226 of 217
 Part
 10/2/82
 10/2/82

FOR THE CONSIDERATION AFORESAID the Mortgagor hereby

(a) Irrevocably appoints the mortgagee the attorney of the mortgagor immediately on or at any time after any breach or default by the mortgagor to exercise in the name of the mortgagor all rights, powers and remedies of the mortgagee expressed or implied herein and to receive any moneys payable to the mortgagor in respect of the mortgaged land whether in respect of the insurance compensation or otherwise and to do all things required to be done by the mortgagor and to execute all documents and to do all things necessary in regard to such matters.

(b) covenants with the mortgagee as follows:

Firstly—The mortgagor will pay to the mortgagee the principal sum, or so much thereof as shall remain unpaid, on the 5th day of November, 1983

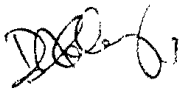
Secondly—The mortgagor will pay interest on the principal sum or on so much thereof as for the time being shall remain unpaid, and upon any judgment or order in which this or the preceding covenant may become merged, at the rate of twenty and one half (20.5) per centum per annum as follows, namely—By equal yearly payments on the 5th days of the months of November in each and every year until the principal sum shall be fully paid and satisfied, the first of such payments computed from the 5th day of November 19 81, to be made on the 5th day of November next: Provided always, and it is hereby agreed and declared, that if the mortgagor shall on every day on which interest is hereinbefore made payable under this security, or within fourteen days after each of such days respectively, pay to the mortgagee interest on the principal sum or on so much thereof as shall for the time being remain unpaid at the rate of sixteen and one half (16.5) per centum per annum, and shall also duly observe and perform all and every the covenants on the mortgagor's part herein contained or implied then the mortgagee shall accept interest on the said principal sum or on so much thereof as shall for the time being remain unpaid at the rate of sixteen and one half (16.5) per centum per annum in lieu of twenty and one half (20.5) per centum per annum for every year for which such interest shall be paid to the mortgagee within such fourteen days as aforesaid, subject however to the provisions of the covenant appearing fifthly in the annexure hereto.

Thirdly—The mortgagor will observe the provisions set forth in the Memorandum filed in the Registrar General's Office as Number Q 860000, which provisions are deemed to be incorporated herein.

Fourthly - The mortgagor will observe the provisions set forth in the annexure hereto and the provisions set forth in Memorandum No. Q860000 referred to above shall be read subject to the provisions set forth in the annexure hereto.

DELETION
COVENANTS
Note (h)

ADDITIONAL
COVENANTS
Note (i)

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DIRECTION: PROP						FIRST SCHEDULE DIRECTIONS					
No. OF NAMES:											
(A)	FOLIO IDENTIFIER		(B) No.	(C) SHARE	(D) j	(E)	NAME AND DESCRIPTION				4-
1											
SECOND SCHEDULE & OTHER DIRECTIONS											
(F)	FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)		(G) DIRECTION	(H)NOTFN TYPE	(I)	DEALING NUMBER	(K)	DETAILS			
	XXXXXXXXXX		XXXXXX								
	ALL CT'S TO }		LP.								

ANNEXURE TO MORTGAGE DATED the 5TH day of NOVEMBER One thousand nine hundred and eighty-one

FROM KILPA NOMINEES PTY. LIMITED

TO ECHUCA INSURED HOUSING LOANS PTY. LIMITED

FIFTHLY - That notwithstanding the provisions contained in the covenants appearing firstly and secondly herein the Mortgagor shall pay to the Mortgagee on the expiration of one calendar month from the commencing date and thereafter calendar monthly during the term of this present security or any extended or varied term hereof the amount in the schedule and hereinafter called "the monthly payment" which shall be applied firstly to the payment of any costs charges expenses or payments which may be incurred or made by the Mortgagee in the terms of the covenant appearing sixthly herein or to the payment satisfaction or discharge of any rates taxes charges impositions or assessments made rated levied charged imposed or assessed on the said land in the terms of the covenant appearing fourthly and fifthly herein, secondly to the reduction of interest due in respect of the interest year current at the date of such payment and thirdly to the reduction of principal then outstanding PROVIDED ALWAYS that this covenant shall not be read or construed as reducing the period for the computation of interest from one year to one month.

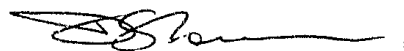
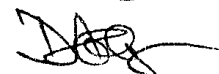
AND FURTHER PROVIDED ALWAYS that if the Mortgagor shall on each of the monthly days hereinbefore referred to or within seven days next after each such monthly day respectively so long as the principal sum or any part thereof shall remain unpaid pay to the Mortgagee the monthly payment and shall duly observe and perform all the covenants and agreements herein contained or herein implied to be observed and performed by him the Mortgagee shall not accept interest for the interest year then current computed on the principal sum or on so much thereof as remains unpaid at the commencement of the interest year then current at the rate in the schedule and hereinafter called "the acceptable rate" but without prejudice to the Mortgagee's rights to require payment of interest at the higher rate for any interest year in which any of the monthly payments shall not be paid within the seven days aforesaid.

SIXTHLY - That notwithstanding anything hereinbefore contained the words "fourteen days" where they appear shall be read as though they had been deleted and the words "seven days" had been inserted in lieu thereof.

SEVENTHLY - That the premium for the policy of fire insurance referred to in the covenant appearing thirdly herein shall be paid for the period from the commencement date hereof to and including the thirtieth day of June next after the commencement date and thereafter yearly on the first day of July in each year during the continuance of this present Mortgage or any extended or varied term hereof and the Mortgagee shall be entitled to pay the said premium as it falls due and to recover from the Mortgagor the amount of such payment AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the said premium shall be a charge on the land in the terms of the covenant appearing fifthly herein.

EIGHTHLY - That notwithstanding anything hereinbefore contained -

- (i) If the maximum bank overdraft rate charged by any of the free enterprise Banks of Australia shall be increased above the present maximum rate charged by the said Banks then the interest rate payable hereunder shall be increased from the date of such change by the amount which the said increased Bank overdraft rate shall exceed the present overdraft rate or
- (ii) If the maximum lending rate charged by the Statewide Building Society of Victoria shall be increased above the present maximum lending rate then the interest rate payable hereunder shall be increased from the date of such change by the amount which the said increased lending rate shall exceed the present maximum lending rate.

Such increase whether payable pursuant to sub-clause (i) above or to sub-clause (ii) above shall be payable by the Mortgagor on the annual interest date next after the date of change without notice being given by the Mortgagee and monthly payments payable pursuant to the covenant appearing ninthly herein shall be increased accordingly as from the monthly payment date next after the date of change upon notice of the increased interest rate being given by the Mortgagee to the Mortgagor.

NINTHLY - That it is a condition hereof that the provisions of any Moratorium legislation shall not apply hereon but are expressly excluded.

TENTHLY - That if the Mortgagor shall not on every day on which interest is hereinbefore made payable under this security or within seven days thereafter pay to the Mortgagee interest on the principal sum or on so much thereof as shall for the time being remain unpaid at the rate hereinbefore provided then such interest shall thereupon become converted to principal and form part of the principal sum hereby secured and carry interest at the rate herein provided. Such capitalisation shall not be deemed to increase the effective rate of interest chargeable hereunder.

ELEVENTHLY - The Mortgagor will not without the prior written approval of the Mortgagee make any structural alteration to any buildings on the mortgaged land.

TWELFTHLY - That the Mortgagor will not while any moneys remain owing upon the security hereof grant or create or permit to arise by default or by operation of law or otherwise any protected tenancy in respect of the mortgaged land or any part thereof.

THIRTEENTHLY - That upon default in payment of any of the moneys hereby secured the Mortgagee shall be at liberty to pay off the amount then owing under any and every prior encumbrance (whether or not the same shall then be due and payable) and all moneys so paid by the Mortgagee shall be moneys hereby secured and shall together with interest at the rate herein provided be repayable by the Mortgagor to the Mortgagee upon demand.

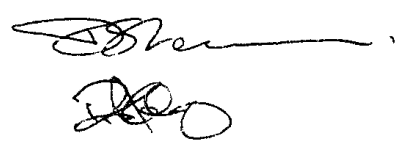
FOURTEENTHLY - That default under any prior encumbrance shall be deemed to be default under these presents.

FIFTEENTHLY - That the Mortgagor will on demand reimburse the Mortgagee all and any government stamp duty or receipt duty paid by the Mortgagee on every payment to the Mortgagee pursuant to the terms hereof.

SIXTEENTHLY - That the Mortgagor shall not without the prior written consent of the Mortgagee grant any subsequent mortgage over the mortgaged land.

SEVENTEENTHLY - That in enlargement of the covenant relating to insurance the loss or damage insured against shall be covered by a Householders' and Houseowners' Comprehensive Insurance Policy which shall include risks of storm and tempest malicious damage and accidental breakage of glass.

EIGHTEENTHLY - That upon the Mortgagee becoming entitled to enter upon and take possession of the mortgaged land pursuant to the terms of this mortgage the Mortgagor shall forthwith remove from the premises all goods (which expression where hereinafter used shall include person property of every description which may be thereon) and in default the Mortgagee upon taking possession of the mortgaged land may remove the same to such place as the Mortgagee sees fit and shall be deemed to have the authority of the Mortgagor to deposit the same in the name and at the expense of the Mortgagor with a warehouseman or to sell the same by public auction or private contract and in effecting such removal deposit and/or sale the Mortgagee shall not be liable and responsible for loss or damage to such goods which goods shall be at the Mortgagor's risk and expense. All costs and expenses incurred

The block contains two handwritten signatures. The top signature is a cursive name, possibly 'J. Brown', and the bottom signature is a more stylized, illegible cursive mark.

by the Mortgagee in such removal deposit and/or sale shall form part of the principal sum hereby secured and bear interest accordingly.

NINETEENTHLY - That the Mortgagor will upon demand pay to the Mortgagee an inspection fee of TWENTY-FIVE DOLLARS (\$25.00) and will thereafter while any moneys remain owing upon the security hereof pay an annual inspection fee of TWENTY-FIVE DOLLARS (\$25.00) in default of payment the same shall form part of the principal sum hereby secured and carry interest accordingly.

TWENTIETHLY - That the expression "mortgaged land" means the land hereinafore described and all the estate and interest of the Mortgagor and of each and every of them therein and also all buildings fences fixtures tanks ranges stoves engines wool presses pumps plant machinery and other improvements and all furniture furnishings and fittings now or hereafter on the said lands. "Mortgagor" when only one Mortgagor is party hereto means the Mortgagor his executors administrators assigns and transferees or if the Mortgagor be a Company its successors assigns and transferees and when two or more Mortgagors are parties hereto means the Mortgagors and every two and greater number of them jointly their executors administrators assigns and transferees and each of them severally his executors administrators assigns and transferees. "Person" shall include corporation. The singular shall include the plural and vice versa and the masculine gender shall include the feminine or neuter gender. Reference to any Statute or Act shall include any Act or Acts amending consolidating or substituted for the same.

TWENTY-FIRSTLY - That whenever a covenantor (or a mortgagor who is not a registered proprietor of the mortgaged land or any part thereof) (hereinafter called "the Covenantor") shall be a party to these presents the Covenantor is to be considered principal debtor for all moneys hereby secured and that this security shall be independent of and additional to any other security or any guarantee which the Mortgagee now holds or may hereafter obtain for any advance to or any debt or liability for the time being of the Mortgagor AND that the Covenantor shall not be released or exonerated nor shall the liability of the Covenantor hereunder be affected by the Mortgagee granting to the Mortgagor any time credit or other indulgence or taking or agreeing to take any security from the Mortgagor or from any other person or company or compounding with or accepting any composition from or wholly or partially releasing the Mortgagor or wholly or partially releasing or otherwise dealing with any security or guarantee already held or which may now or hereafter be obtained by the Mortgagor or executing or assenting to any deed of assignment for the benefit of creditors or any composition deed letter of licence or other similar instrument or by any other dealing between the Mortgagee and the Mortgagor or by any act forbearance or omission of the Mortgagee or by any other matter or thing whatsoever whereby the Covenantor is surety for the Mortgagor might be released or exonerated but for the provision AND the Mortgagee shall not be under any obligation to resort to any security or guarantee in priority to this or any other or others and that the Covenantor shall not be entitled to the benefit of any security or securities received from the Mortgagor or for the time being held by the Mortgagee in respect of any of the liabilities whatever of the Mortgagor unless and until all such liabilities direct and contingent are fully paid and satisfied and that these presents shall secure all advances made and credit given and accommodation afforded to and liabilities incurred for the Mortgagor as well as before as after the death of the Covenantor.

TWENTY-SECONDLY - That any demand upon or notice to the Mortgagor (or any of them) shall be deemed to be duly made or given if the same be in writing and be signed by the Mortgagee or his Solicitor and if the same be left at or sent through the post in a pre-paid envelope or wrapper addressed to the Mortgagor (or any of them) at the usual place of abode or business of the Mortgagor (of any of them) (or if the Mortgagor be a company then at the registered office for the time being of the Mortgagor) in the said State or elsewhere last known as such



to the person signing such demand or notice or be delivered personally to the Mortgagor (or any of them) or be affixed to some part of the mortgaged premises or some building thereon and any demand or notice so made or given shall in all respects be valid and effectual notwithstanding that the Mortgagor (or any of them) may be lunatic dead in liquidation bankrupt or absent from the said State and notwithstanding any other matter or event whatsoever and any such demand or notice shall be deemed to have been received by and come to the knowledge of the Mortgagor on the day of being left delivered affixed or published as aforesaid or if sent through the post as aforesaid on the day following that on which the envelope or wrapper containing such demand or notice was posted.

TWENTY-THIRDLY - That in enlargement of the covenant which provides for the principal sum hereby secured to become payable immediately upon the default of the Mortgagor under this security such covenant shall include not only the principal sum but all interest and other moneys (whether actually due or not) intended to be hereby secured and further that such default shall be deemed to have occurred if the Mortgagor shall enter into any binding contract for the sale of the mortgaged land or if the Mortgagor shall fail to pay on the due date any instalment of principal payable under the terms hereof.

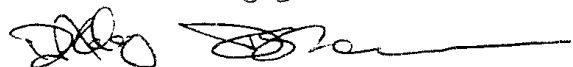
TWENTY-FOURTHLY - That when more than one person is included in the expression "the Mortgagee" and such persons are herein expressed to be entitled to the principal sum in shares then as between the Mortgagor and the Mortgagee the principal sum shall be deemed to belong to those persons on a joint account and accordingly the survivors or survivor of them or the executors or administrators of the survivor or his or her assigns may receive and give an effectual discharge for the principal sum and every part thereof and all other moneys hereby secured and may also exercise and enforce all powers and remedies conferred upon the Mortgagee hereunder or by Statute without the concurrence of any person or persons who may be beneficially entitled to any of such moneys: but as between the said persons included in the expression "the Mortgagee" they and the survivors or survivor of them and the executors and administrators and assigns of such survivor shall stand possessed of all principal moneys interest and other moneys hereby secured in trust for the said persons and their respective executors administrators and assigns as tenants in common pari passu and without any preference or priority in the shares hereinbefore mentioned.

TWENTY-FIFTHLY - That for the purpose of Section 38 of the Conveyancing Act 1919 (as amended) these presents are hereby expressed to be a deed.

TWENTY-SIXTHLY - That in addition to the principal sum and all other moneys hereby secured these presents shall as well secure all moneys which either previously or subsequently to the date hereof shall have been or shall be lent or paid to for or on account of or have or shall become due payable or owing by the Mortgagor or any of them.

TWENTY-SEVENTHLY - That :-

- (a) The parties hereto mutually agree that the principal sum advanced was advanced by way of loan and this Mortgage is collateral and ancillary to the principal transaction, namely the loan advance of the principal sum.
- (b) That the principal sum was advanced by the Mortgagee to the Mortgagor at Echuca in the State of Victoria.
- (c) That all moneys of principal, interest, costs and expenses payable under this Mortgage shall be paid to the Mortgagee at Suite 1, 200 Pakenham Street, Echuca in the State of Victoria.
- (d) That the document was executed at the offices of the Company's Solicitors at 235 Anstruther Street, Echuca in the State of Victoria.
- (e) That the proper law of the contract is mutually agreed to be the law of the State of Victoria.
- (f) The parties hereto submit to the Courts of the State of Victoria for any enforcement of any rights under this Mortgage.



SCHEDULE

- 1. The Mortgagor - KILPA NOMINEES PTY. LIMITED the registered office of which is situate at 235 Anstruther Street Echuca in the State of Victoria
- 2. The Mortgagee - ECHUCA INSURED HOUSING LOANS PTY. LIMITED the registered office of which is situate at Suite 1, 200 Pakenham Street Echuca in the State of Victoria
- 3. The principal sum - SIXTY THOUSAND DOLLARS (\$60,000-00)
- 4. The higher rate of interest - Twenty and one half per centum (20½%) per annum
- 5. The acceptable rate of interest - Sixteen and one half per centum (16½%) per annum
- 6. The commencing date - 5th November 1981
- 7. The due date - 5th November 1983
- 8. The monthly payment - ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200-00)
- 9. The building fund - Not applicable
- 10. The lend back rate - Not applicable
- 11. Land - ALL THOSE pieces of land in the Parish of Moama County of Cadell being the whole of the land in Certificates of Title Volume 10998 Folios 8 9 10 & 16 and Volume 13089 Folios 135 to 174 inclusive and that part of the land situated to the north of Chanter Street as shown on Deposited Plan being part of the land comprised in Certificate of Title Volume 12741 Folio 239.

We hereby certify this dealing to be correct for the purposes of the Real Property Act 1900.

THE COMMON SEAL of KILPA NOMINEES PTY. LIMITED was hereunto affixed in the presence of :

----- Director
----- Secretary



MORTGAGOR

THE COMMON SEAL of ECHUCA INSURED HOUSING LOANS PTY. LIMITED was hereunto affixed in the presence of :

----- Director
----- Secretary



MORTGAGEE

SECTION 10.7(2) PLANNING CERTIFICATE

Issued under the [Environmental Planning and Assessment Act 1979](#)

Certificate No: 1014-2324c
Certificate Date: 14 May 2024
Receipt No: MAR3002
Applicant: InfoTrack
Email: ecertificates@infotrack.com.au
Your Reference: 24150353
Assessment No: 11246460
Address of Property: 30 Deniliquin Street, Moama NSW 2731
Description of Land: Lot 8 DP 628963
Owner: Kilpa Nominees Pty Ltd

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>Murray Local Environmental Plan 2011 The Murray Local Environmental Plan 2011 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: www.legislation.nsw.gov.au.</p> <p>State Environmental Planning Policies – Refer to Appendix ‘B’</p> <p>Murray Development Control Plan 2012: Amendment 5 The Murray Development Control Plan 2012 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>Proposed Murray LEP 2011 - Planning Proposals Planning Proposal PP-2023-2004 Planning Proposal PP-2023-1523</p>

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if— (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.	Noted.
(4) In this section— proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.	

2. Zoning and land use under relevant planning instruments

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

(a) the identity of the zone, whether by reference to— (i) a name, such as “Residential Zone” or “Heritage Area”, or (ii) a number, such as “Zone No 2 (a)”,	C3 Environmental Management
(b) the purposes for which development in the zone— (i) may be carried out without development consent, and (ii) may not be carried out except with development consent, and (iii) is prohibited,	Refer to Appendix ‘A’
(c) whether additional permitted uses apply to the land,	Not applicable.
(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,	See Appendix A
(e) whether the land is in an area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i> ,	Not known to.
(f) whether the land is in a conservation area, however described,	No
(g) whether an item of environmental heritage, however described, is located on the land.	No

3. Contributions plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.	Section 7.12 (formally Section 94A) Levy Development Contributions Plan, December 2011 as amended This plan details charges to be levied on development in relation to meeting the cost of provision or augmentation of public facilities.
(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.	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><u>Part 3 Housing Code</u> Not applicable.</p> <p><u>Part 3A Rural Housing Code</u> Not applicable.</p> <p><u>Part 3B Low Rise Housing Diversity Code</u> Not applicable.</p> <p><u>Part 3C Greenfield Housing Code</u> Not applicable.</p> <p><u>Part 3D Inland Code</u> Not applicable.</p> <p><u>Part 4 Housing Alterations Code</u> Complying development may be carried out under the Housing Alterations Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><u>Part 4A General Development Code</u> Complying development may be carried out under the General Development Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><u>Part 5 Industrial and Business Alterations Code</u> Complying development may be carried out under the Industrial and Business Alterations Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><u>Part 5A Industrial and Business Buildings Code</u> Not applicable.</p> <p><u>Part 5B Container Recycling Facilities Code</u> Complying development may be carried out under the Container Recycling Facilities Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><u>Part 6 Subdivisions Code</u> Complying development may be carried out under the Subdivisions Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><u>Part 7 Demolition Code</u> Complying development may be carried out under the Demolition Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><u>Part 8 Fire Safety Code</u> Complying development may be carried out under the Fire Safety Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p>
<p>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.</p>	

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 may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Disclaimer: 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.	None that Council is aware of. None that Council is aware of. None that Council is aware of.
(2) In this section— affected building notice has the same meaning as in the <u>Building Products (Safety) Act 2017</u> , Part 4. building product rectification order has the same meaning as in the <u>Building Products (Safety) Act 2017</u> .	

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— flood planning area has the same meaning as in the Flood Risk Management Manual. Flood Risk Management Manual means the <i>Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.</i> probable maximum flood has the same meaning as in the Flood Risk Management Plan.</p>
<p>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 Echuca-Moama-Torrumbarry Flood Study - Online Map (arcgis.com) and Flood studies and plans Murray River Council (nsw.gov.au).</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— adopted policy means a policy adopted— (a) by the council, or (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.</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

<p>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.</p>	<p>None apply.</p>
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16. Biodiversity stewardship sites

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

<p>If the land is biodiversity certified land under the <u><i>Biodiversity Conservation Act 2016</i></u>, Part 8, a statement to that effect.</p> <p>Note— Biodiversity certified land includes land certified under the <u><i>Threatened Species Conservation Act 1995</i></u>, Part 7AA that is taken to be certified under the <u><i>Biodiversity Conservation Act 2016</i></u>, Part 8.</p>	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 <u><i>Trees (Disputes Between Neighbours) Act 2006</i></u> 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

<p>(1) If the <u><i>Coastal Management Act 2016</i></u> 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 <u><i>Local Government Act 1993</i></u>, section 496B, for coastal protection services that relate to existing coastal protection works.</p> <p>(2) In this section— existing coastal protection works has the same meaning as in the <u><i>Local Government Act 1993</i></u>, section 553B.</p> <p>Note— Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.</p>	Not applicable.
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20. Western Sydney Aerotropolis

<p>Whether under <u><i>State Environmental Planning Policy (Precincts—Western Parkland City) 2021</i></u>, Chapter 4 the land is—</p> <p>(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or</p> <p>(b) shown on the Lighting Intensity and Wind Shear Map, or</p> <p>(c) shown on the Obstacle Limitation Surface Map, or</p> <p>(d) in the “public safety area” on the Public Safety Area Map, or</p> <p>(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.</p>	Not applicable.
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21. Development consent conditions for seniors housing

If <u><i>State Environmental Planning Policy (Housing) 2021</i></u> , 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 <u>State Environmental Planning Policy (Housing) 2021</u>, 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 <u>State Environmental Planning Policy (Housing) 2021</u>, 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 <u>State Environmental Planning Policy (Affordable Rental Housing) 2009</u>, clause 17(1) or 38(1).</p> <p>(4) In this section—</p> <p>former site compatibility certificate means a site compatibility certificate issued under <u>State Environmental Planning Policy (Affordable Rental Housing) 2009</u>.</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 <u>Contaminated Land Management Act 1997</u>)—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 <u>Contaminated Land Management Act 1997</u>)—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 <u>Contaminated Land Management Act 1997</u>)—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 <u>Contaminated Land Management Act 1997</u>)—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 <u>Contaminated Land Management Act 1997</u>)—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	None apply.

Murray River Council Contaminated Land Management Policy note

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.

GENERAL COMMENTS

- See Appendix A for the objectives of the zones affecting the subject land.
- Environmental Planning Instruments and the *Murray Development Control Plan 2012: Amendment 5* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.
- The *Murray Development Control Plan 2012: Amendment 5* complements the provisions of the *Murray Local Environmental Plan 2011* 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 Murray Local Environmental Plan 2011* or the *Murray Development Control Plan 2012: Amendment 5*. In these circumstances any such covenant, agreement or instrument may be overwritten under Section 1.9A of the *Murray Local Environmental Plan 2011*.

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

MURRAY LOCAL ENVIRONMENTAL PLAN 2011

Appendix A

ZONE C3 Environmental Management

GENERAL REQUIREMENTS

DEVELOPMENT AND SUBDIVISION

LAND USE TABLE: C3 ENVIRONMENTAL MANAGEMENT ZONE

1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.

2 Permitted without consent

Extensive agriculture; Home occupations

3 Permitted with consent

Agriculture; Bed and breakfast accommodation; Boat building and repair facilities; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Charter and tourism boating facilities; Community facilities; Dwelling houses; Eco-tourist facilities; Environmental facilities; Environmental protection works; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Home-based child care; Home businesses; Home industries; Information and education facilities; Jetties; Kiosks; Marinas; Mooring pens; Moorings; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Recreation facilities (outdoor); Research stations; Roads; Roadside stalls; Tank-based aquaculture; Water recreation structures; Water supply systems

4 Prohibited

Industries; Intensive livestock agriculture; Local distribution premises; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; 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 lot sizes that are able to provide for adequate servicing of the land and respond to any topographic, physical or environmental constraints,
 - (b) to ensure that lot sizes are of a sufficient size and shape to accommodate development,
 - (c) to prevent the fragmentation of rural lands.
- (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](#).

4.1AA Minimum subdivision lot size for community title schemes

- (1) The objectives of this clause are as follows—
 - (a) to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.
 - (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the [Community Land Development Act 2021](#) of land in any of the following zones—
 - (a) Zone RU1 Primary Production,
 - (b) Zone R2 Low Density Residential,
 - (c) Zone R5 Large Lot Residential,
 - (d) Zone C3 Environmental Management,but does not apply to a subdivision by the registration of a strata plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the [Community Land Development Act 2021](#)) is not to be less than the minimum size shown on the [Lot Size Map](#) in relation to that land.
- (4) This clause applies despite clause 4.1.

4.1A Minimum subdivision lot size for strata plan schemes in certain rural, residential and conservation zones

- (1) The objective of this clause is to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.
- (2) This clause applies to land in the following zones that is used, or proposed to be used, for residential accommodation or tourist and visitor accommodation—
 - (a) Zone RU1 Primary Production,
 - (b) Zone R2 Low Density Residential,
 - (c) Zone R5 Large Lot Residential,
 - (d) Zone C3 Environmental Management.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies for a strata plan scheme (other than any lot comprising common property within the meaning of the [Strata Schemes \(Freehold Development\) Act 1973](#) or [Strata Schemes \(Leasehold Development\) Act 1986](#)) is not to be less than the minimum size shown on the [Lot Size Map](#) in relation to that land.

4.1B Minimum subdivision lot sizes for certain split zones

- (1) The objectives of this clause are as follows—
 - (a) to provide for the subdivision of lots that are within more than one zone and cannot be subdivided under clause 4.1,
 - (b) to ensure that the subdivision occurs in a manner that promotes suitable land use and development.
- (2) This clause applies to each lot (an **original lot**) that contains—
 - (a) land in a residential, employment or special uses zone, and
 - (b) land in RU1 Primary Production or Zone C3 Environmental Management.
- (3) Despite clause 4.1, development consent may be granted to subdivide an original lot to create other lots (the **resulting lots**) if—
 - (a) one of the resulting lots will contain—
 - (i) land in a residential, employment or special uses zone that has an area that is not less than the minimum size shown on the [Lot Size Map](#) in relation to that land, and
 - (ii) all of the land in RU1 Primary Production or Zone C3 Environmental Management that was in the original lot, and
 - (b) all other resulting lots will contain land that has an area that is not less than the minimum size shown on the [Lot Size Map](#) in relation to that land.
- (4) For the purposes of this clause, land is in a residential, employment or special uses zone if it is in any of the following zones—
 - (a) Zone R1 General Residential,
 - (b) Zone R2 Low Density Residential,
 - (c) Zone R5 Large Lot Residential,
 - (d) Zone E2 Commercial Centre,
 - (e) Zone E3 Productivity Support,
 - (f) Zone SP1 Special Activities,
 - (g) Zone SP2 Infrastructure,
 - (h) Zone SP3 Tourist.

4.2A Erection of dwelling houses on land in certain rural and conservation zones

- (1) The objectives of this clause are as follows—
 - (a) to minimise unplanned rural residential development,
 - (b) to enable the replacement of lawfully erected dwelling houses in rural and conservation zones.
- (2) This clause applies to land in the following zones—
 - (a) Zone RU1 Primary Production,
 - (b) Zone C3 Environmental Management.
- (3) Development consent must not be granted for the erection of a dwelling house on land in a zone to which this clause applies, and on which there is no existing dwelling house, unless the land is—
 - (a) a lot that is at least the minimum lot size specified for that land by the Lot Size Map, or
 - (b) a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
 - (c) a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement, or
 - (d) an existing holding.

Note—

A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2. Land in Zone RU1 Primary Production cannot be subdivided to create a lot that is less than the minimum lot size for the purpose of residential accommodation (see clause 4.2C).

- (4) Land ceases to be an existing holding for the purposes of subclause (3) (d) if an application for development consent referred to in that subclause is not made in relation to that land within 12 months after the commencement of this Plan.
- (5) Despite subclause (3), development consent may be granted for the erection of a dwelling house on land to which this clause applies if—

- (a) there is a lawfully erected dwelling house on the land and the dwelling house to be erected is intended only to replace the existing dwelling house, or
- (b) the land would have been a lot or a holding referred to in subclause (3) had it not been affected by—
 - (i) a minor realignment of its boundaries that did not create an additional lot, or
 - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose.

(6) In this clause—

existing holding means land that—

- (a) was a holding on 5 January 1990, and
- (b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since 5 January 1990, and includes any other land adjoining that land acquired by the owner since 5 January 1990.

holding means all adjoining land, even if separated by a road or railway, held by the same person or persons.

Note—

The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on 5 January 1990.

4.2D Boundary adjustments in Zones RU1 and C3

(1) The objective of this clause is to facilitate boundary adjustments between lots where one or more of the lots created do not meet the minimum lot size shown on the Lot Size Map in relation to the land but the objectives of the relevant zone can be achieved.

(2) This clause applies to land in the following zones—

- (a) Zone RU1 Primary Production,
- (b) Zone C3 Environmental Management.

(3) Despite clause 4.1, development consent may be granted to subdivide land to which this clause applies by way of a boundary adjustment between adjoining lots where one or more of the lots created by the subdivision do not meet the minimum lot size shown on the Lot Size Map in relation to that land, if the consent authority is satisfied that—

- (a) the subdivision will not create additional lots, and
- (b) the number of dwelling houses or opportunities for dwelling houses on each lot after the subdivision will remain the same as before the subdivision, and
- (c) the potential for land use conflict will not be increased as a result of the subdivision, and
- (d) if the land is in Zone RU1 Primary Production—the subdivision will not have a significant adverse effect on the agricultural viability of the land, and
- (e) if the land is in Zone C3 Environmental Management—the subdivision will result in the continued protection and long-term maintenance of the land, and
- (f) the subdivision will not result in any increased bush fire risk to existing buildings.

(4) In determining a development application for the subdivision of land under this clause, the consent authority must consider the following—

- (a) the existing uses and approved uses of other land in the vicinity of the subdivision,
- (b) whether the subdivision is likely to have a significant impact on land uses that are likely to be preferred and the predominant land uses in the vicinity of the development,
- (c) whether the subdivision is likely to be incompatible with a land use on any adjoining land,
- (d) whether the subdivision is appropriate having regard to the natural and physical constraints affecting the land,
- (e) whether the subdivision is likely to have a significant adverse impact on the environmental values of the land.

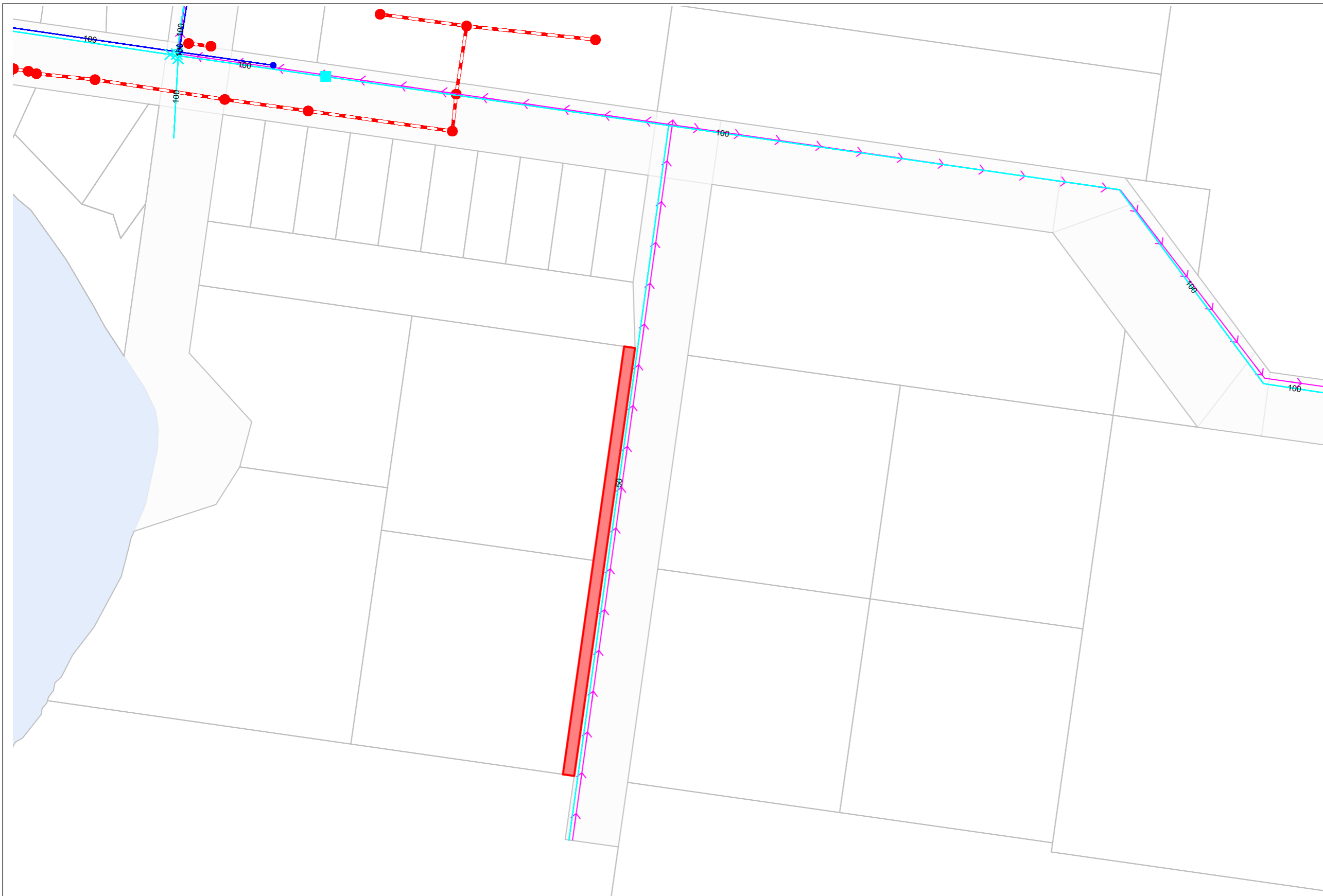
(5) This clause does not apply—

- (a) in relation to the subdivision of lots in a strata plan or community title scheme, or
- (b) if the subdivision would create a lot that could itself be subdivided in accordance with clause 4.1.

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



- Sewer**
- Gravity Main
 - Rising Main
 - Manhole
 - Connection
 - Pump Station
 - Treatment Plant
- Water**
- Filtered Main
 - Raw Main
 - Filtered Fitting
 - Raw Fitting
 - Connection
 - Pump Station
 - Treatment Plant
 - Bore
 - Reservoir
- Stormwater**
- Pipe
 - Pit
 - Connection
 - Pump Station
 - Detention Basin



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