



## SIGNING PAGE

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

**Choices**

Vendor agrees to accept a **deposit-bond**  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4) PEXA

**Manual transaction** (clause 30)  NO  yes

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

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

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to the off the plan contract</p> <p><b>Other</b></p> <p><input checked="" type="checkbox"/> 60 SPECIAL CONDITIONS</p> <p><input checked="" type="checkbox"/> 61 ADDITIONAL SPECIAL CONDITIONS</p>
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

Ace Body Corporate Management  
P.O. Box 191 BALMAIN NSW 2041  
TEL: +61 2 9818 6842  
Contact : Andrew Jakes  
andrew.jakes@acebodycorp.com.au

**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:
 

<p>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</p>	<p>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</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

## 1 Definitions (a term in italics is a defined term)

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



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

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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.

L 53 PERRICOOTA RD MOAMA NSW 2731

## **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**

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

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

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

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

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

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

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

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

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

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

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



## ADDITIONAL SPECIAL CONDITIONS

12

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

The property is sold subject to existing access rights.

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

13

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

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

14

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

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

15.

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

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

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

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

16

Standard provision 19.2.3 of the Contract is deleted.

## ADDITIONAL SPECIAL CONDITIONS

17

This property is sold subject to provision by the Vendor of a satisfactory section 10.7(2) Certificate issued by Council.

The purchaser may rescind this Contract if the Vendor does not provide a satisfactory 10.7(2) Certificate within 14 days of the exchange of this Contract .



FOLIO: 53/285882

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SEARCH DATE	TIME	EDITION NO	DATE
20/6/2024	5:07 PM	7	3/12/2014

LAND

-----

LOT 53 IN NEIGHBOURHOOD PLAN DP285882  
AT MOAMA  
LOCAL GOVERNMENT AREA MURRAY RIVER  
PARISH OF BENARCA COUNTY OF CADELL  
TITLE DIAGRAM DP285882

FIRST SCHEDULE

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LLEWELLYN INVESTMENT HOLDINGS PTY LTD (T AI560660)

SECOND SCHEDULE (7 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/285882
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE NEIGHBOURHOOD PLAN
- 4 THIS NEIGHBOURHOOD SCHEME FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270076
- 5 DP816892 EASEMENT FOR EFFLUENT DISPOSAL 3 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP846348 EASEMENT FOR EFFLUENT DISPOSAL 124.26 WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 AJ85881 MORTGAGE TO SOARES INVESTMENTS PTY LTD

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

# LOCATION DIAGRAM

REDUCTION RATIO 1 : 1000

D.P. 816892  
2

NAME OF DEVELOPMENT, IF ANY  
"MURRAY RIVER'S EDGE"

ADDRESS FOR SERVICE OF NOTICE  
PERRICOOTA ROAD  
MOAMA, N.S.W. 2731

DP285882

FOR REFERENCE TO ADDITIONAL SHEETS SEE SCHEDULE BELOW

REGISTERED :  11.11.2004

THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISIONAL PATTERN OF THE SCHEME. FOR DETAILS OF UPDATES AND ADDITIONAL AND REPLACEMENT SHEETS SEE SCHEDULE BELOW.

APPROVAL No. 129105 12104  
DATE : 1-11-04

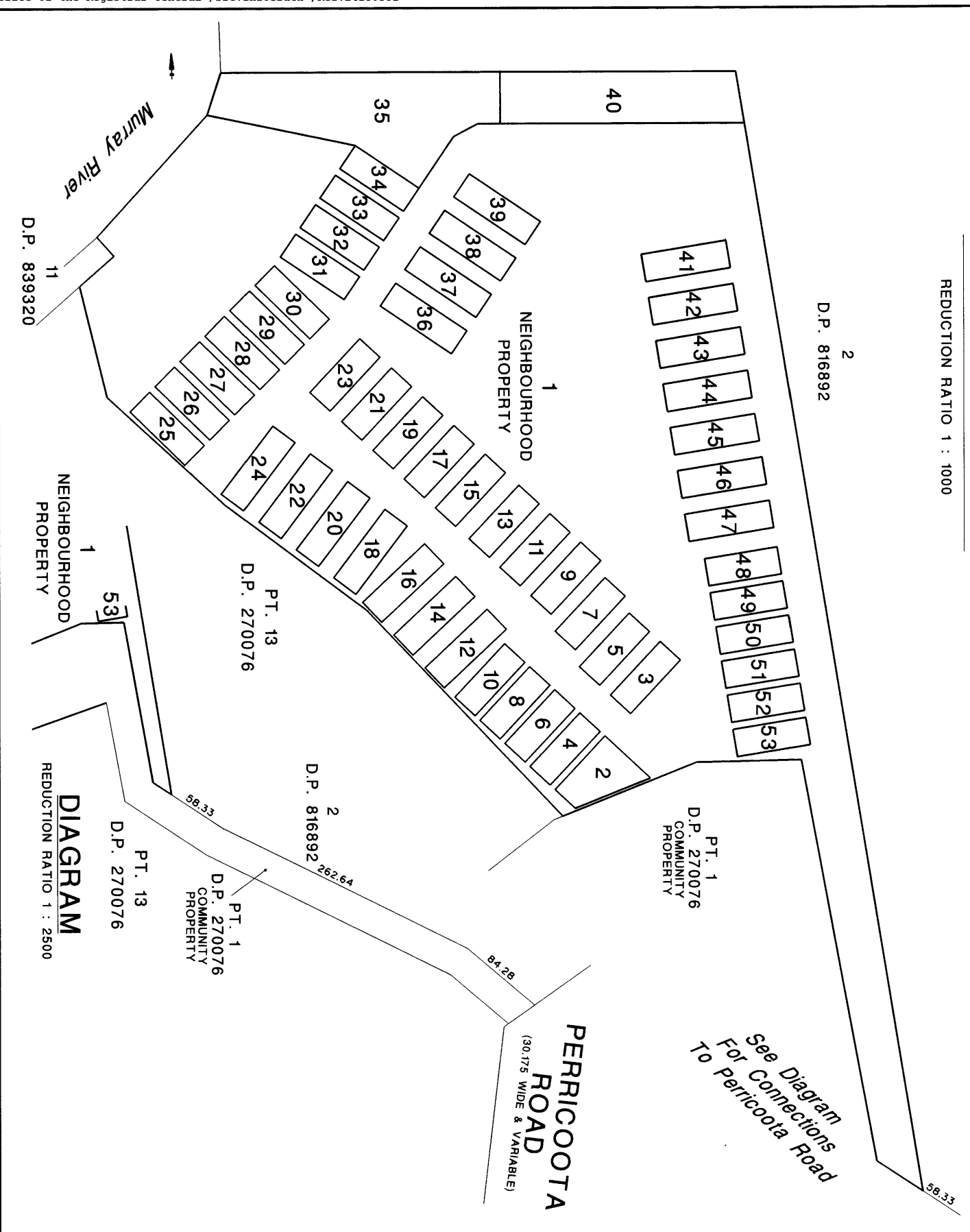
AUTHORISED PERSONAL/GENERAL MANAGER/ACCREDITED CERTIFIER

SURVEYOR'S SIGNATURE *B. P. M. Ltd*

DATE : 9TH MARCH, 2004

SCHEDULE OF CHANGES TO THE SCHEME

Lot No.	Dates	Sheet No.



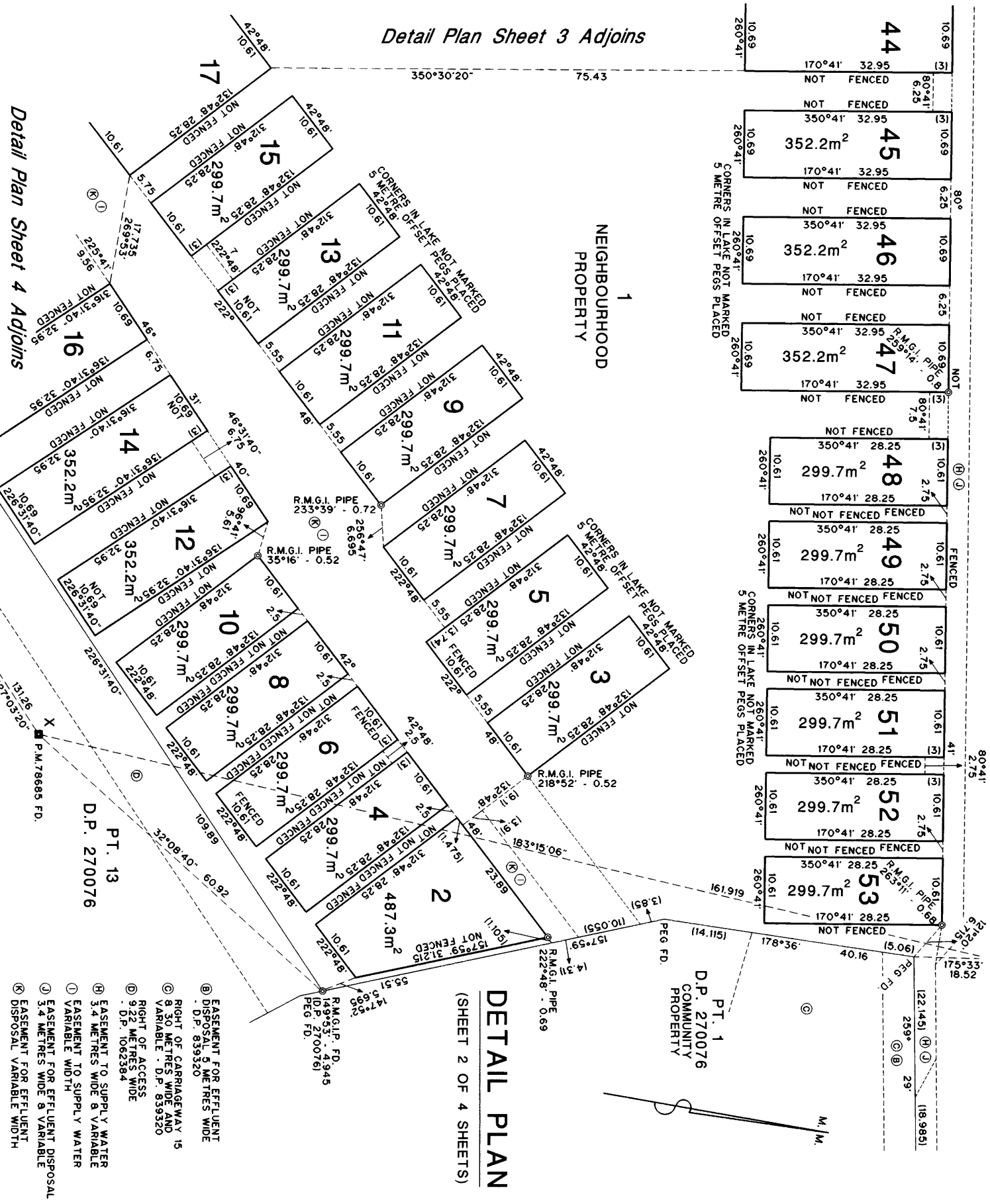
# DIAGRAM

REDUCTION RATIO 1 : 2500



Detail Plan Sheet 3 Adjoins

Detail Plan Sheet 4 Adjoins



DETAIL PLAN  
(SHEET 2 OF 4 SHEETS)

- Ⓜ EASEMENT FOR EFFLUENT DISPOSAL 5 METRES WIDE
- Ⓝ RIGHT OF CARRIAGEWAY 1.5 & 3.0 METRES WIDE AND VARIABLE . D.P. 839320
- Ⓞ RIGHT OF ACCESS 3.4 METRE WIDE . D.P. 1062384
- Ⓟ EASEMENT TO SUPPLY WATER
- Ⓠ EASEMENT TO SUPPLY WATER 3.4 METRES WIDE & VARIABLE
- Ⓡ EASEMENT TO SUPPLY WATER VARIABLE WIDTH
- Ⓢ EASEMENT FOR EFFLUENT DISPOSAL 3.4 METRES WIDE & VARIABLE
- Ⓣ EASEMENT FOR EFFLUENT DISPOSAL VARIABLE WIDTH

NEIGHBOURHOOD PLAN \*  
 DP285882

Registered: 11.11.2004

This is sheet 3 of my plan in 10 sheets dated 9TH MARCH, 2004

Surveyor registered under Surveying Act 2002

This is sheet 3 of my plan in 10 sheets covered by Subdivision Certificate No 12904 of 21st July 2004

Authorised Person: *[Signature]*

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

Reduction Ratio: 1: 400

DP285882

Registered: 11/11/2004

This is sheet 4 of the plan in 10 sheets dated 9TH MARCH, 2004

*B. J. McLeod*

Surveyor registered under Surveying Act 2002

This is sheet 4 of the plan of the site covered by Subdivision Certificate No. 12164 of 21<sup>st</sup> July 2004

Authorised Person/Qualified Mapping/Recording Service

For use where space is insufficient in any diagram on Form 2

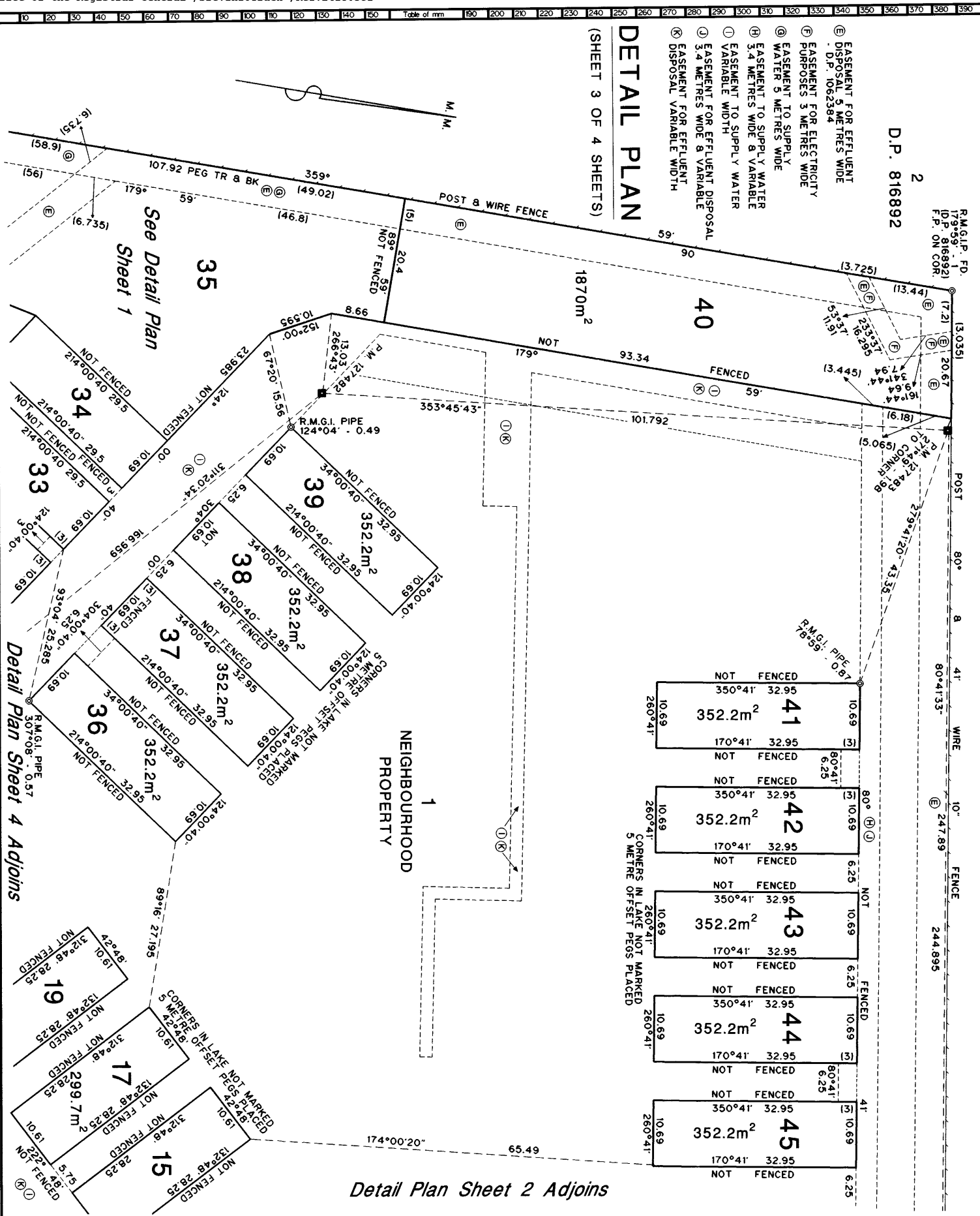
D.P. 816892

P.M.G.P. FD.  
10 P.S. 816892  
F.P. ON COR.

- ⓔ EASEMENT FOR EFFLUENT DISPOSAL 5 METRES WIDE . D.P. 1082384
- ⓔ EASEMENT FOR ELECTRICITY PURPOSES 3 METRES WIDE
- ⓔ EASEMENT TO SUPPLY WATER 3 METRES WIDE
- ⓔ EASEMENT TO SUPPLY WATER 3.4 METRES WIDE & VARIABLE
- ⓔ EASEMENT TO SUPPLY WATER VARIABLE WIDTH
- ⓔ EASEMENT FOR EFFLUENT DISPOSAL 3.4 METRES WIDE & VARIABLE
- ⓔ EASEMENT FOR EFFLUENT DISPOSAL VARIABLE WIDTH

**DETAIL PLAN**

(SHEET 3 OF 4 SHEETS)

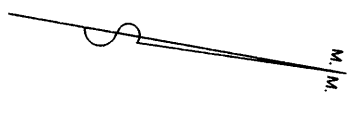


Detail Plan Sheet 2 Adjoins

PLAN Drawing only to appear in this space

REDUCTION RATIO 1:400

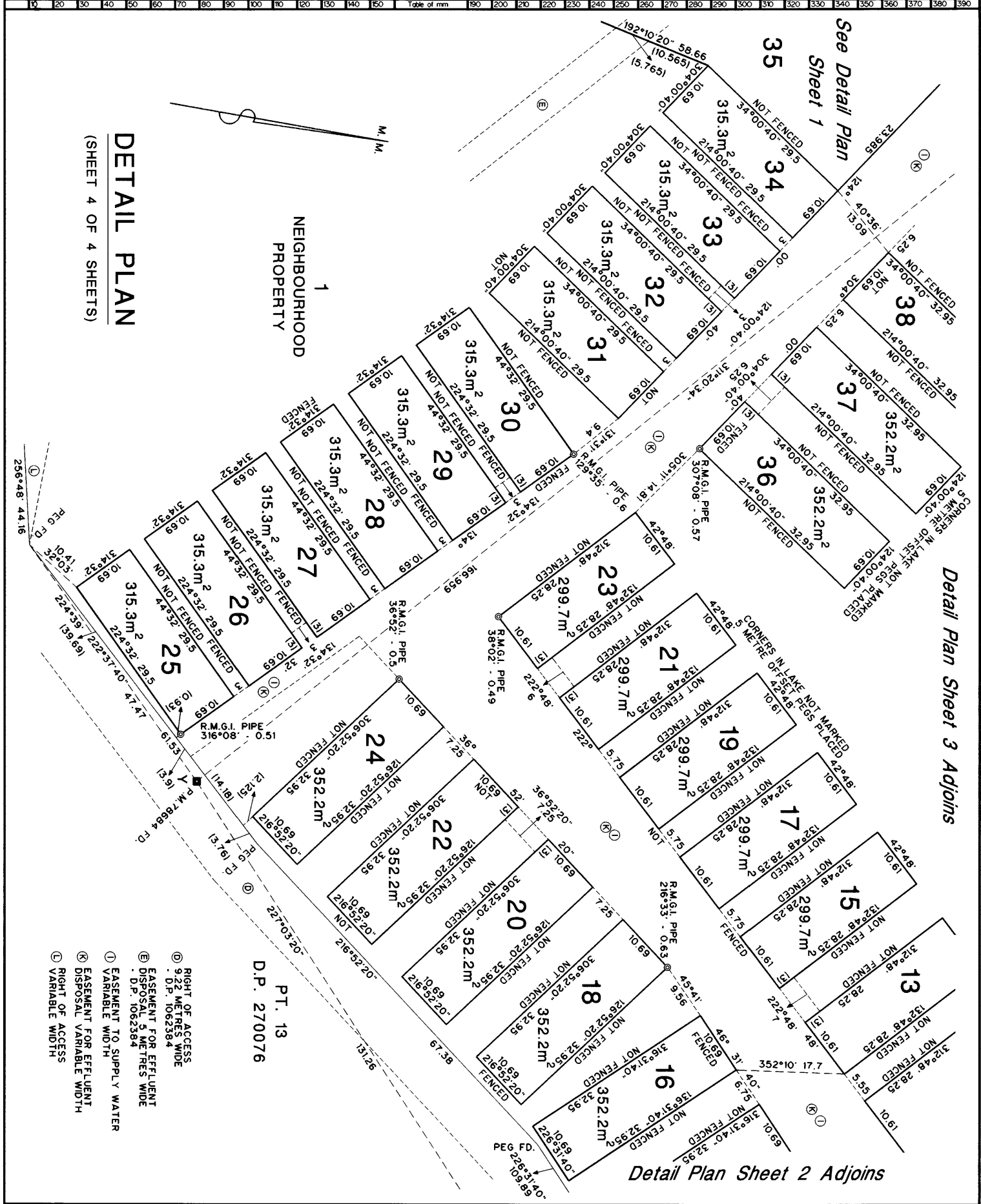
**DETAIL PLAN**  
 (SHEET 4 OF 4 SHEETS)



NEIGHBOURHOOD  
 PROPERTY  
 1

PT. 13  
 D.P. 270076

- Ⓜ RIGHT OF ACCESS  
 9.22 METRES WIDE  
 D.P. 1062384
- Ⓝ EASEMENT FOR EFFLUENT  
 DISPOSAL 3 METRES WIDE  
 D.P. 1062384
- Ⓛ EASEMENT TO SUPPLY WATER  
 VARIABLE WIDTH
- Ⓢ EASEMENT FOR EFFLUENT  
 DISPOSAL VARIABLE WIDTH
- Ⓡ RIGHT OF ACCESS  
 VARIABLE WIDTH



Detail Plan Sheet 3 Adjoins

Detail Plan Sheet 2 Adjoins

NEIGHBOURHOOD PLAN\*

DP285882

Registered: 11-11-2004

This is sheet 5 of my plan in 10 sheets dated 9TH MARCH, 2004

*B. J. ...*

Surveyor registered under Surveying Act 2002  
 This is sheet 5 of the plan of sheets covered by Subdivision Certificate No. 12104 of 21st July 2004

*M. ...*

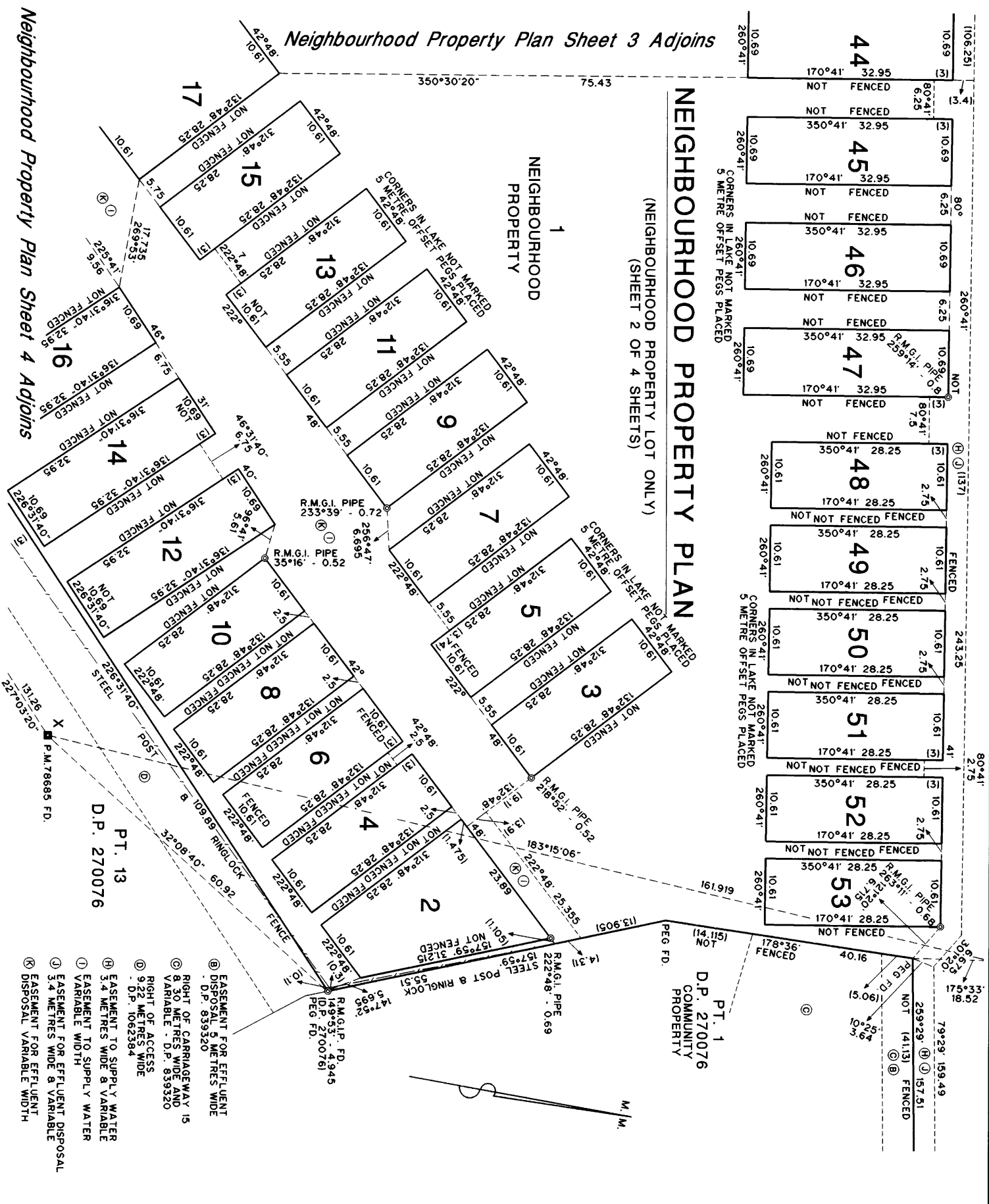
Authorised Person/Owner/Agent/Deceased's Beneficiary  
 For use where space is insufficient in any place on Plan Form 2

Reduction Ratio 1: 400





Neighbourhood Property Plan Sheet 3 Adjoins



Neighbourhood Property Plan Sheet 4 Adjoins

Plan Drawing only to appear in this space

- Ⓜ EASEMENT FOR EFFLUENT DISPOSAL 5 METRES WIDE . D.P. 839320
- Ⓝ RIGHT OF CARRIAGEWAY 15 8.30 METRES WIDE AND VARIABLE . D.P. 839320
- Ⓞ RIGHT OF ACCESS 9.72 METRES WIDE . D.P. 1062384
- Ⓟ EASEMENT TO SUPPLY WATER 5.4 METRES WIDE & VARIABLE
- Ⓠ EASEMENT TO SUPPLY WATER VARIABLE WIDTH
- Ⓡ EASEMENT FOR EFFLUENT DISPOSAL 5.4 METRES WIDE & VARIABLE
- Ⓢ EASEMENT FOR EFFLUENT DISPOSAL VARIABLE WIDTH

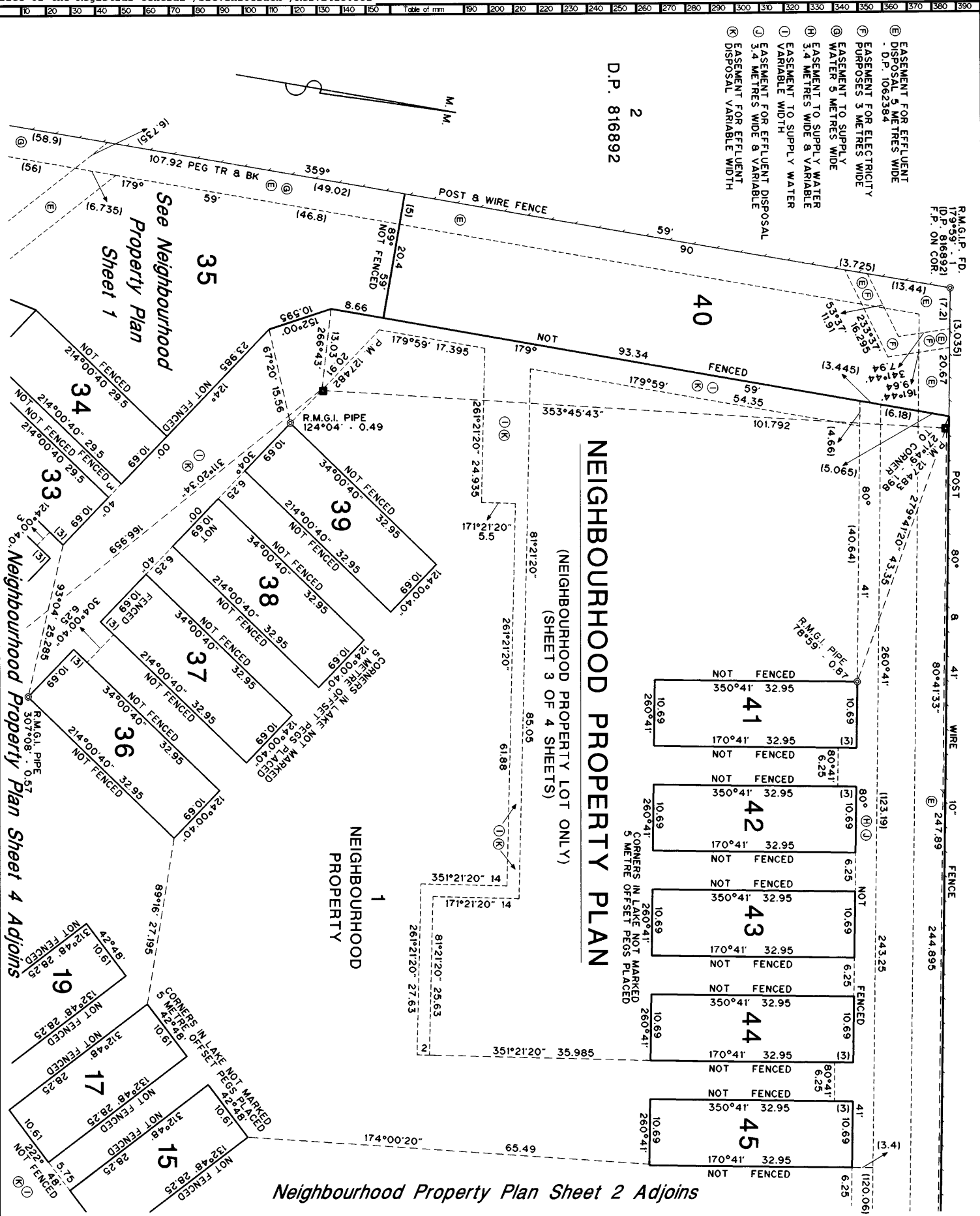
D.P. 270076  
PT. 13

D.P. 270076  
COMMUNITY PROPERTY  
PT. 1

<p>NEIGHBOURHOOD PLAN * DP285882</p> <p>Registered: 11-11-2004</p> <p>This is sheet 7 of my plan in 10 sheets dated 9TH MARCH, 2004</p> <p>Supervisor registered under Surveying Act 2002</p> <p>This is sheet of the plan of parts covered by Submission Certificate No. 2154 of 21st July 2004</p> <p>Authorised Person: <i>[Signature]</i></p> <p>For use where space is sufficient in any panel on Plan Form 2</p> <p>Reduction Ratio 1: 400</p>	<p>Supervisor's REFERENCE 9224/02-03/4008</p>
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- Ⓜ EASEMENT FOR EFFLUENT DISPOSAL 5 METRES WIDE D.P. 1062384
- Ⓜ EASEMENT FOR ELECTRICITY PURPOSES 3 METRES WIDE
- Ⓜ EASEMENT TO SUPPLY WATER 5 METRES WIDE
- Ⓜ EASEMENT TO SUPPLY WATER 3.4 METRES WIDE & VARIABLE
- Ⓜ EASEMENT TO SUPPLY WATER VARIABLE WIDTH
- Ⓜ EASEMENT FOR EFFLUENT DISPOSAL 3.4 METRES WIDE & VARIABLE
- Ⓜ EASEMENT FOR EFFLUENT DISPOSAL VARIABLE WIDTH

D.P. 816892  
 2



**NEIGHBOURHOOD PROPERTY LOT ONLY**  
 (SHEET 3 OF 4 SHEETS)

Neighbourhood Property Plan Sheet 2 Adjoins

**NEIGHBOURHOOD PLAN \***  
**DP285882**

Registered: 11.11.2004

This is sheet 8 of my plan in 10 sheets dated 9TH MARCH, 2004

*P. Mitchell*

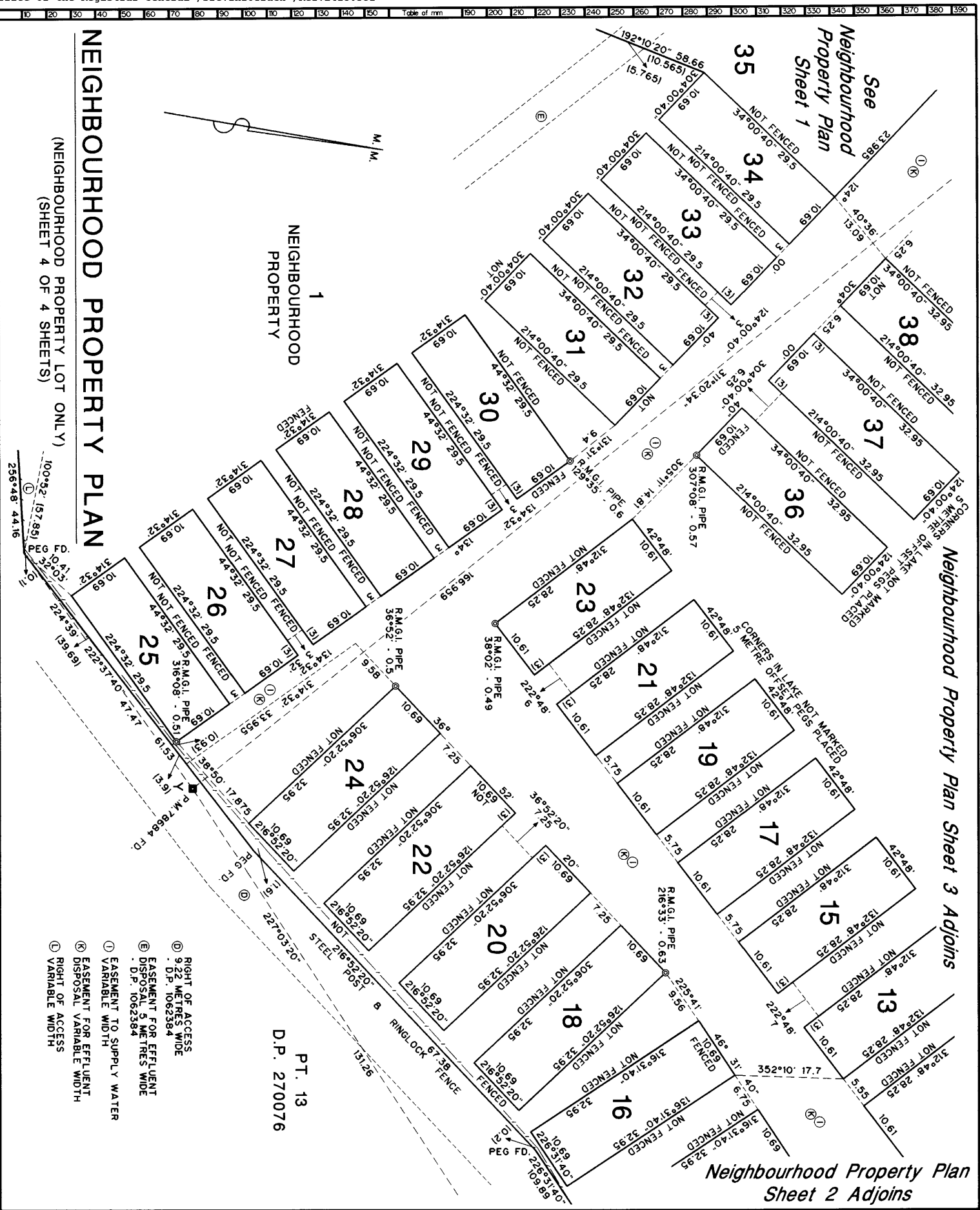
Surveyor registered under Surveying Act 2002  
 This is sheet 8 of my plan in 10 sheets covered by Subdivision Certificate No. 1212104 of 21st July 2004

Authorised Person/Officer/Member/Secretary/Clerk

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

Reduction Ratio 1: 400

SURVEYOR'S REFERENCE 9224/02-03/4008



<p>NEIGHBOURHOOD PLAN*                  DP285882</p> <p>Registered: 11.11.2004                  This is sheet 9 of my plan in 10 sheets                  dated 9TH MARCH, 2004</p> <p><i>P. J. Mitchell</i></p> <p>Surveyor registered under Surveying Act 2002</p> <p>This is sheet 9 of my plan in 10 sheets                  covered by Subdivision Certificate No. 12764                  of 21st July 2004</p> <p><i>M. J. J. J.</i></p> <p>Authorised Person/General Manager/Deputy General Manager                  For use where space is insufficient in any                  panel on Plan Form 2</p>	<p>NEIGHBOURHOOD PROPERTY PLAN*                  DP285882</p> <p>Registered: 11.11.2004                  This is sheet 9 of my plan in 10 sheets                  dated 9TH MARCH, 2004</p> <p><i>P. J. Mitchell</i></p> <p>Surveyor registered under Surveying Act 2002</p> <p>This is sheet 9 of my plan in 10 sheets                  covered by Subdivision Certificate No. 12764                  of 21st July 2004</p> <p><i>M. J. J. J.</i></p> <p>Authorised Person/General Manager/Deputy General Manager                  For use where space is insufficient in any                  panel on Plan Form 2</p>
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\* OFFICE USE ONLY

# INITIAL SCHEDULE

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY	
2	100	
3	100	
4	100	
5	100	
6	100	
7	100	
8	100	
9	100	
10	100	
11	100	
12	100	
13	100	
14	100	
15	100	
16	100	
17	100	
18	100	
19	100	
20	100	
21	100	
22	100	
23	100	
24	100	
25	100	
26	100	
27	100	

LOT	UNIT ENTITLEMENT	SUBDIVISION
28	100	
29	100	
30	100	
31	100	
32	100	
33	100	
34	100	
35	200	
36	100	
37	100	
38	100	
39	100	
40	100	
41	100	
42	100	
43	100	
44	100	
45	100	
46	100	
47	100	
48	100	
49	100	
50	100	
51	100	
52	100	
53	100	
TOTAL	5200	

NEIGHBOURHOOD PLAN  
DP285882

Registered # 11.11.2004

This is sheet 10 of my plan in 10 sheets dated 9TH MARCH, 2004

*P. R. Mitchell*

Surveyor registered under Surveying Act 2002  
This is sheet 10 of my plan of 10 sheets covered by Subdivision Certificate No. 12/14 of 21st JULY 2004

*LOG 10*

Authorised Person/Qualified/Registered Surveyor  
For use where space is insufficient in any panel on Plan Form 2

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE NEIGHBOURHOOD SCHEME WHICH IS LIABLE TO BE ALTERED OR NOT COMPLETED OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

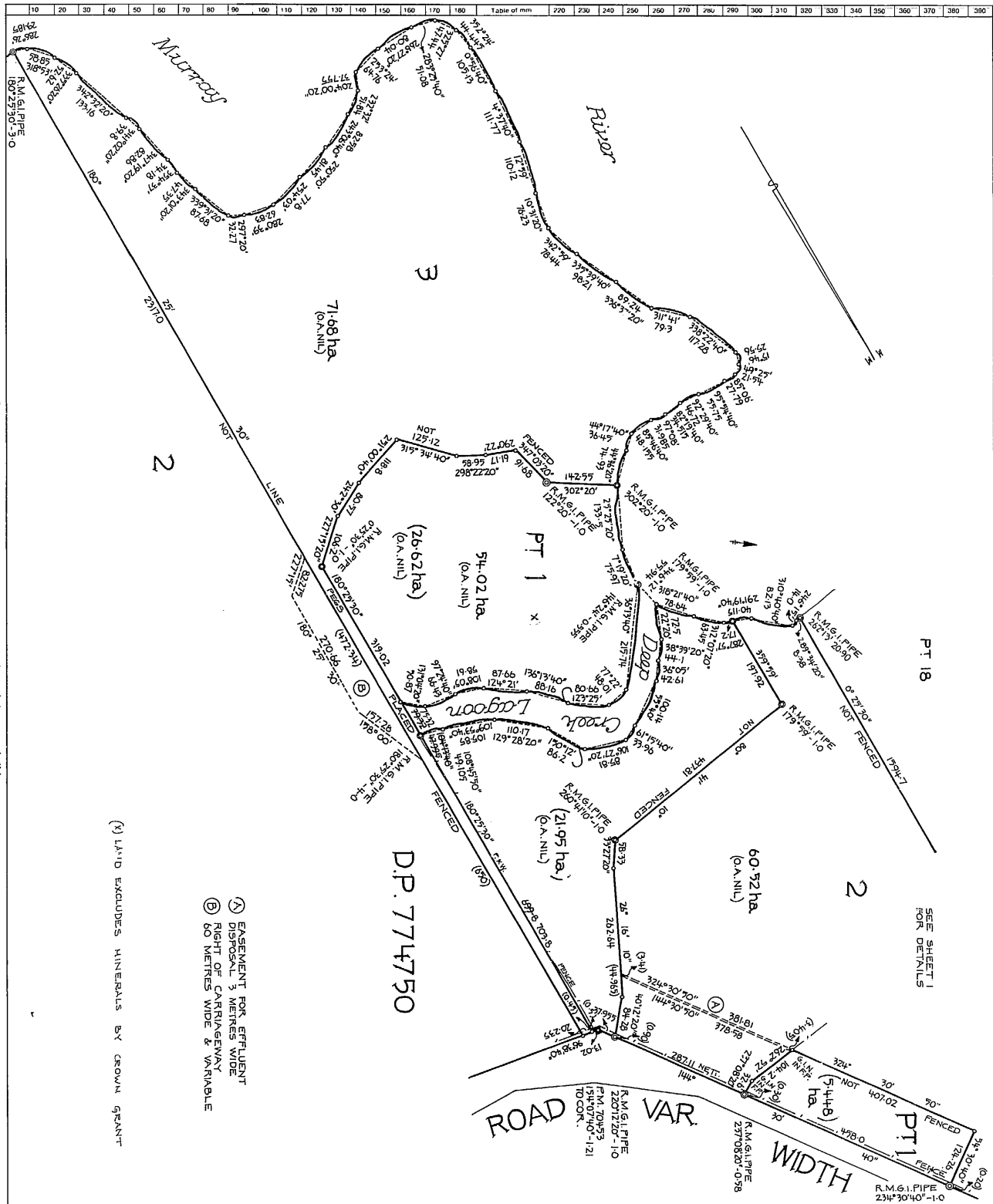
SUBSEQUENT CHANGES WILL BE MADE ON A PLAN WHICH SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 10A, 10B, 10C, ETC. AS THE CIRCUMSTANCES REQUIRE.

Reduction Ratio 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE 9224/02-03/4008





Plan Drawing only to appear in this space



10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

15th June 1992



NUMERICAL REFERENCE: 6616/89-50/H008

Registered:  12.6.1992. This is sheet 2 of the plan 2, being dated 23RD DECEMBER, 1991 M. J. Wood	Surveyor registered under Surveyors Act 1928 This is sheet 2 of the plan of 2, being dated 23RD DECEMBER, 1991 of 1973-74, '91	Surveyor  District Clerk	DP 816892
Reduction Ratio: 1:5000			PLAN FORM 3





## NEIGHBOURHOOD MANAGEMENT STATEMENT

REPLACEMENT MANAGEMENT STATEMENT - SEE AT508675

### NEIGHBOURHOOD ASSOCIATION DEPOSITED PLAN 285882

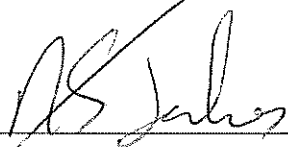
"MURRAY RIVER'S EDGE"

PERRICOOTA ROAD  
MOAMA

BEING A PLAN OF SUBDIVISION OF  
LOT 12, D.P. 270076  
SITUATED IN 1771 PERICOOTA ROAD,  
PARISH OF BENARCA  
COUNTY OF CADELL


TERMS OF INSTRUMENT NOT CHECKED  
IN NSW LAND REGISTRY SERVICES

The common seal of the Neighbourhood Association Deposited Plan No. 285882 was affixed  
On 9/10/2023 hereto in the presence of the following person(s) authorised  
by section 235 Community Land Management Act 2021 to attest the affixing of the seal.

Signature: 

Name: Andrew Jakes

Authority: Licensed Strata Managing Agent, Ace Body Corporate

REGISTERED:  1.11.2023



**DEPOSITED PLAN 285882**

**TABLE OF CONTENTS**

PART 1 – BY-LAWS FIXING DETAILS OF DEVELOPMENT ..... 5

    BY-LAW 1.1 – ARCHITECTURAL AND LANDSCAPE STANDARDS ..... 5

    BY-LAW 1.2 – CONSTRUCTION ON NEIGHBOURHOOD PROPERTY ..... 5

    BY-LAW 1.3 – NO INAPPROPRIATE USE ..... 5

    BY-LAW 1.4 – MAINTENANCE OF BUILDING ON LOT ..... 6

    BY-LAW 1.5 – MAINTENANCE OF LANDSCAPED AREAS ON LOT ..... 6

PART 2 – RESTRICTED NEIGHBOURHOOD PROPERTY ..... 6

PART 3 – MANDATORY MATTERS ..... 6

    BY-LAW 3.1 – OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS ..... 6

    BY-LAW 3.2 – PERMITTED USES OF AND SPECIAL FACILITIES OF THE NEIGHBOURHOOD  
    PROPERTY ..... 6

    BY-LAW 3.3 – INTERNAL FENCING ..... 7

    BY-LAW 3.4 – GARBAGE ..... 7

    BY-LAW 3.5 – SERVICES ..... 7

    BY-LAW 3.6 – INSURANCE ..... 8

    BY-LAW 3.7 – EXECUTIVE COMMITTEE PROCEEDINGS ..... 8

PART 4 – OPTIONAL MATTERS ..... 10

    BY-LAW 4.1 – LAUNDRY ..... 10

    BY-LAW 4.2 – KEEPING OF ANIMALS ..... 10

    BY-LAW 4.3 – OBLIGATION OF A PROPRIETOR OF A LOT ..... 11

    BY-LAW 4.4 – NOISE CONTROL ..... 11

    BY-LAW 4.5 – ARCHITECTURAL AND LANDSCAPING GUIDELINES ..... 11

    BY-LAW 4.6 – STATUTORY EASEMENTS ..... 11

    BY-LAW 4.7 – EXTERNAL PAINTING ..... 11

    BY-LAW 4.8 – EXTERNAL FITTINGS AND FIXTURES ..... 11

    BY-LAW 4.9 – BUILDING RENOVATIONS OR ADDITIONS ..... 11

    BY-LAW 4.10 – THINGS DONE AT PROPRIETOR'S OR OCCUPIER'S COST ..... 11

    BY-LAW 4.11 – NEIGHBOURHOOD ASSOCIATION NOT LIABLE FOR DAMAGE ..... 12

    BY-LAW 4.12 – COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES ..... 12

    BY-LAW 4.13 – NOTICES TO BE OBSERVED ..... 12

    BY-LAW 4.14 – INSTRUCTING CONTRACTORS ..... 12

    BY-LAW 4.15 – CERTIFICATE ..... 12

    BY-LAW 4.16 – COMMUNICATIONS WITH AND FROM NEIGHBOURHOOD ASSOCIATION .... 12

    BY-LAW 4.17 – APPROVALS BY NEIGHBOURHOOD ASSOCIATION ..... 12

    BY-LAW 4.18 – FURTHER REGULATION ..... 12

PART 5 – BY-LAWS REQUIRED BY PUBLIC AUTHORITY ..... 13

PART 6 – DEFINITIONS AND INTERPRETATION ..... 13

WARNING

THE TERMS OF THIS MANAGEMENT STATEMENT ARE BINDING UPON THE NEIGHBOURHOOD ASSOCIATION, AND EACH PERSON WHO IS A PROPRIETOR, LESSEE, OCCUPIER, MORTGAGEE OR COVENANT CHARGE IN POSSESSION OF A NEIGHBOURHOOD LOT WITHIN THE NEIGHBOURHOOD SCHEME.

THIS STATEMENT SHOULD BE READ IN CONJUNCTION WITH THE COMMUNITY MANAGEMENT STATEMENT, OF COMMUNITY ASSOCIATION DP 270076 WHICH IS BINDING UPON THE NEIGHBOURHOOD SCHEME OF THE SUBSIDIARY BODY OF THE COMMUNITY SCHEME

**PART 1 – BY-LAWS FIXING DETAILS OF DEVELOPMENT**

**These by-laws relate to the control and preservation of the essence or theme of the neighbourhood scheme and as such may only be amended or revoked by a unanimous resolution of the neighbourhood association. See Community Land Management Act 2021**

**BY-LAW 1.1 – ARCHITECTURAL AND LANDSCAPE STANDARDS**

**1.1.1 Binding Effect of Standards**

Architectural Standards and Landscape Standards bind the Neighbourhood Association, each proprietor or occupier of a Lot, each mortgagee in possession of a Lot and each lessee of a Lot.

**The Standards**

1.1.2 No dwelling shall be used or occupied otherwise than as a residence.

1.1.3 All Buildings must be constructed in accordance of the specifications of a Residential building classification 1A.

**BY-LAW 1.2 – CONSTRUCTION ON NEIGHBOURHOOD PROPERTY**

1.2.1 The proprietor or occupier of a Lot must not without the prior written consent of the relevant Association:

- (a) construct any building or structure on Association Property;
- (b) attach anything to Association Property; or
- (c) alter Association Property.

1.2.2 A proprietor or occupier must maintain and keep in a state of good repair any construction, structure, attachment or alteration made by the proprietor or occupier under By-Law 1.2.1 unless otherwise required by the relevant Association.

**BY-LAW 1.3 – NO INAPPROPRIATE USE**

1.3.1 The proprietor or occupier of a Lot must not use anything on the Neighbourhood Parcel for any purpose other than that for which it was intended by the developer or the Neighbourhood Association.

1.3.2 The proprietor or occupier of a Lot must cease the creation of load noise that disrupts the quiet enjoyment of other lot owners. In the event this occurs the authorities will be requested to deal with the the proprietor or occupier of the Lot /Lots involved.

### **BY-LAW 1.4 – MAINTENANCE OF BUILDING ON LOT**

1.4.1 The proprietor or occupier of a Lot must keep the Lot including, without limitation, the exterior of the building on the Lot, clean and in good repair and condition.

1.4.2 A proprietor or occupier must maintain and keep in a state of good repair any construction, structure, attachment or alteration made by the proprietor within a period of six months, or be charged the costs incurred by the neighbourhood association to rectify of the property

### **BY-LAW 1.5 – MAINTENANCE OF LANDSCAPED AREAS ON LOT**

1.5.1 The proprietor or occupier of a Lot must keep the landscaped areas of the Lot clean and tidy and in good repair and condition.

## **PART 2 – RESTRICTED NEIGHBOURHOOD PROPERTY**

These by-laws may not be amended during the initial period and may only be amended after the expiry of that initial period by special resolution and with the written consent of each person entitled by the by-law to use the restricted neighbourhood property. See 54 Community Land Management Act 2021

There is no restricted property within the Neighbourhood scheme.

## **PART 3 – MANDATORY MATTERS**

### **BY-LAW 3.1 – OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS**

3.1.1 A private accessway is to be constructed by the developer in accordance with the plans and specifications supplied by the Shire of Murray and more particularly as shown on the access way plan Sheet No. 24 of this statement and will be open for use by members of the scheme or their guests only.

3.1.2 The association will be responsible for the management of and all maintenance to the private access way.

3.1.3 Although the Caretaker/Gardener is responsible for the maintenance and repair of the access ways, the Neighbourhood Association must levy the proprietors of the Lots in accordance with the unit entitlement of those Lots for contributions to the cost of maintenance and repair of such access ways.

### **BY-LAW 3.2 – PERMITTED USES OF AND SPECIAL FACILITIES OF THE NEIGHBOURHOOD PROPERTY**

3.2.1 The following special facilities are provided on the Neighbourhood property:-

- (i) swimming pool
- (ii) tennis court
- (iii) barbecue area
- (iv) recreation room (to be developed)
- (v) Pool recreational grounds
- (vi) Basketball area
- (vii) BBQ /Firepit areas (to be developed)

3.2.2 The Neighborhood Executive shall appoint a caretaker/gardener who will be responsible for the maintenance of the lawn and gardens and special facilities within the Neighbourhood property.

3.2.3 The caretaker/gardener will be responsible for the maintenance of the internal driveways and designated car parking spaces within the Neighbourhood property.

3.2.4 All lot owners of the scheme have equal rights to the quiet enjoyment of the Neighbourhood property.

3.2.5 Cars & boat trailers shall not be permitted to be parked anywhere within the Neighbourhood property except within internal driveways and or designated car parking spaces. Excess vehicles and trailers are to be parked in the community car park.

3.2.6 Although the caretaker/gardener is responsible for the maintenance and repair of the lawn, gardens and special facilities, the Neighbourhood Association must levy the proprietors of Lots in accordance with the unit entitlement of those Lots for contributions to the cost of maintenance and repair of the lawn, gardens and special facilities.

### **BY-LAW 3.3 – INTERNAL FENCING**

3.3.1 With the exception of a pool fence and tennis court fence there shall be **no** internal fencing erected on the Neighbourhood property or within any lot.

3.3.2 The fences for the pool and tennis court were erected by the Developer and now maintained by the caretaker.

### **BY-LAW 3.4 – GARBAGE**

3.4.1 No rubbish or garbage is to be deposited on neighbourhood property.

3.4.2 No unsightly rubbish or garbage is to be stored on a lot within the neighbourhood scheme.

3.4.3 Garbage shall be deposited in the Community Rubbish skips in the Community Refuse shed at the main carpark.

3.4.4 Should the owner of a lot not comply with By-law 3.4.2 the association has the right to remove unsightly garbage at the lot owner's expense.

3.4.5 Although the caretaker is responsible for the removal of any garbage. The Neighbourhood Association must levy the proprietors of Lots in accordance with the unit entitlement of those Lots for contributions to the cost of removal of the garbage.

### **BY-LAW 3.5 – SERVICES**

3.5.1 The Management Statement includes a Prescribed Diagram as Sheet No. 25 in respect of the following Services:

- (a) Power / various suppliers as negotiated refer Neighbourhood Managing Agent;
- (b) stormwater drainage;
- (c) telephone / Telstra.

3.5.2 Although the service provider is responsible for the maintenance and repair of the service lines. The Neighbourhood Association must levy the proprietors of Lots in accordance with the unit entitlement of those Lots for contributions to the cost of maintenance and repair of the service lines.

3.5.3 If a service is provided after registration of the Management Statement and Prescribed Diagram and if permitted by the Community Land Development Act, the Neighbourhood Association must submit a later prescribed diagram to the proprietor of a Lot or Subsidiary Body affected by the amendment to enable that proprietor or Subsidiary Body to:

- (a) give it's consent to the amendment if consent is required; and

(b) make available all necessary documents including the certificate of title for the Lot or Association to enable registration of the amendment.

3.5.4 The Neighbourhood Association must ensure that any later prescribed diagram is registered.

### **BY-LAW 3.6 – INSURANCE**

3.6.1 The Neighbourhood Association must on an annual basis review all insurance effected by it and the need for new or additional insurances.

3.6.2 The insurances listed below have been taken out by the association at the date of this statement and must be renewed by the association annually. For details of the current insurances see records of the association.

a) Worker's Compensation

b) Damage

c) Public Liability - \$20,000,000.00

d) Voluntary Workers

3.6.3 Notice of an Annual General Meeting must:

(a) include a form of motion to decide whether insurances effected by the Neighbourhood Association should be confirmed, varied or extended; and

(b) for every 5<sup>th</sup> year Annual General Meeting be accompanied by a written valuation of all buildings, structures and other improvements on Neighbourhood Property.

3.6.4 The Neighbourhood Association must immediately effect new insurances, vary or extend existing insurances if there is an increase in risk or a new risk to Neighbourhood Property.

3.6.5 A proprietor or occupier of a Lot must not, except with the prior written consent of the Neighbourhood Association, do anything that might invalidate, suspend or increase the premium for any insurance policy effected by the Neighbourhood Association.

### **BY-LAW 3.7 – EXECUTIVE COMMITTEE PROCEEDINGS**

3.7.1 Constitution

The Executive Committee of the Neighbourhood Association must be established in accordance with Division 2 Part 2 of the Community Land Management Act.

3.7.2 Meetings

Subject to By-Laws 3.7.8 and 3.7.9 the Executive Committee may, meet to conduct business, adjourn and otherwise regulate it's meetings as it thinks fit.

3.7.3 Notice of Meeting

The Secretary or the member of the Executive Committee who convenes a meeting must, not less than 72 hours immediately before the Executive Committee holds a meeting, notify the association members of the intention to hold a meeting and the proposed agenda for the meeting.

Meeting Agenda

3.7.4 The agenda for a meeting must include details of all business to be dealt with at that meeting.

3.7.5 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

### 3.7.6 Meeting at Request of Members

The Secretary or in the Secretary's absence any member of the Executive Committee must, at the request of not less than 1/3 of the members of the Executive Committee, convene a meeting within the period of time specified in the request or, if no time is specified, within 14 days of the making of the request.

### 3.7.7 Out of Meeting Determinations

Where:

- (a) By-Law 3.7.3 has been complied with in relation to a meeting;
- (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (c) the resolution has been approved in writing by a majority of members of the Executive Committee,

then the resolution will, subject to section 38(3) of the Community Land Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

### 3.7.8 Right of Proprietor to Attend Meetings

A proprietor of a Lot or, where the proprietor is a corporation, the company nominee of the corporation, may attend a meeting but may not address the meeting unless authorised by a resolution of the Executive Committee.

### 3.7.9 Minutes of Meetings

Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Neighbourhood Association.

### 3.7.10 Functions of the Secretary

- (a) The Functions of the Secretary include with the assistance of the Neighbourhood Managing Agent;
- (a) preparing and distributing minutes of meetings of the Neighbourhood Association and the Executive Committee.
- (b) giving, on behalf of the Neighbourhood Association and the Executive Committee, notice required to be given under the Community Land Management Act 2021.
- (c) maintaining the Neighbourhood Association roll;
- (d) supplying certificates in accordance with clause 2 schedule 4 of the Community Land Management Act;
- (e) answering communications addressed to the Neighbourhood Association or the Executive Committee;
- (f) convening meeting of the Executive Committee and the Neighbourhood Association;
- (g) performing administrative or secretarial functions on behalf of the Neighbourhood Association;

- (h) performing administrative or secretarial functions on behalf of the Executive Committee; and
- (i) keeping records under part 3 schedule 1 of the Community Land Management Act.

### 3.7.11 Functions of the Treasurer

The Functions of the Treasurer include:

- (a) the Functions set out in section 36 (1) and (2) of the Community Land Management Act;
- (b) notifying proprietors of Lots and Subsidiary Bodies of any contributions levied under the Community Land Management Act;
- (c) receiving, acknowledging, banking and accounting for any money paid to the Neighbourhood Association;
- (d) preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of clause 2 schedule 4 of the Community Land Management Act;
- (e) keeping prescribed accounting records under clause 10 schedule 1 of the Community Land Management Act;
- (f) preparing financial statements under clause 11 schedule 1 of the Community Land Management Act; and
- (g) notifying proprietors of Lots and Subsidiary Bodies of any contribution levied under the Management Statement and collecting such contribution.

### 3.7.12 Sub-Committees

The Executive Committee may from time to time appoint sub-committees comprising one or more of it's members to conduct investigations, perform duties and functions on behalf of the Executive Committee and report the findings of the sub-committee to the Executive Committee.

### 3.7.13 No Remuneration

Members of the Executive Committee are not entitled to any remuneration for the performance of their Functions but are entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of their Functions.

### 3.7.14 Protection of Executive Committee members from Liability

No member of the Executive Committee will be liable for any loss or damage occurring by reason of an act done in his capacity as a member of the Executive Committee except fraud or negligence on the part of that member.

## **PART 4 – OPTIONAL MATTERS**

### **BY-LAW 4.1 – LAUNDRY**

4.1.1 The hanging of washing within the Lot must be confined to the clothesline to be located at the rear of the Lot.

### **BY-LAW 4.2 – KEEPING OF ANIMALS**

4.2.1 The keeping of any domestic pets or any animal of any kind whatsoever is not permitted.

4.2.2 In the event of By-law 4.2.1 being breached, the caretaker shall have the right to remove the animal forthwith and shall be released from any action, suit or claim arising as a result of such removal.



4.2.3 Notwithstanding the provisions of By-law 4.2.1, there shall be no prohibition or restriction on the use of a guide dog on Neighbourhood property by a completely or partially blind person, or a companion dog agreed to by the Executive committee after reviewing a request from a lot owner.

4.2.4 All dogs are to be on a leash whilst out side on the resort grounds with the owner removing any dog droppings

### **BY-LAW 4.3 – OBLIGATION OF A PROPRIETOR OF A LOT**

4.3.1 It is the responsibility of the proprietor or lessee or occupier of a Lot not to interfere with the quiet enjoyment of another Lot or the association.

### **BY-LAW 4.4 – NOISE CONTROL**

4.4.1 The provisions of part 5.5 of the Protection of Environment Operations Act, 1997 apply to this development.

### **BY-LAW 4.5 – ARCHITECTURAL AND LANDSCAPING GUIDELINES**

4.5.1 Fifty two (52) units are to be erected on the parcels within this scheme as shown on the plans showing the overall development together with floor plans and elevations comprising sheets 26 - 31 of this statement. Require sheets 26-31 to review

The Executive Committee retains the right to the final selection of all outside materials, both in colour and design, for each unit.

4.5.2 The special facilities as referred to in By-law 3.2.1 shall be constructed by the Developer.

4.5.3 Landscaping to individual parcels and Neighbourhood property is to be carried out by the Developer.

### **BY-LAW 4.6 – STATUTORY EASEMENTS**

4.6.1 Statutory easements are to be created over all service lines within the scheme as depicted in the Prescribed Diagram comprising Sheet No. 25 of this statement.

### **BY-LAW 4.7 – EXTERNAL PAINTING**

4.7.1 All external painting of property within a neighbourhood lot must be approved and consented to by the Executive Committee prior to commencement.

### **BY-LAW 4.8 – EXTERNAL FITTINGS AND FIXTURES**

4.8.1 The addition of any outside fittings and fixtures to any property within a Neighbourhood lot is not permitted.

### **BY-LAW 4.9 – BUILDING RENOVATIONS OR ADDITIONS**

4.9.1 The construction of additions to a residence erected on any Neighbourhood lot is not permitted.

### **BY-LAW 4.10 – THINGS DONE AT PROPRIETOR'S OR OCCUPIER'S COST**

4.10.1 Anything which a proprietor or occupier of a Lot is required to do under these By-Laws must be done at the cost of the proprietor or occupier.

**BY-LAW 4.11 – NEIGHBOURHOOD ASSOCIATION NOT LIABLE FOR DAMAGE**

4.11.1 The Neighbourhood Association is not liable for damage to or loss of property or injury to any person in or near the Neighbourhood Parcel due to any cause other than the negligence or fraud of the Neighbourhood Association or any employee or agent of the Neighbourhood Association.

**BY-LAW 4.12 – COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES**

4.12.1 A proprietor or occupier of a Lot must comply on time with all requirements and orders of authorities and all laws in connection with the Lot and the use or occupation of the Lot.

**BY-LAW 4.13 – NOTICES TO BE OBSERVED**

4.13.1 A proprietor or occupier of a Lot must comply with the terms of any notice displayed on Neighbourhood Property by the Neighbourhood Association, Service Provider or other relevant authority.

Specifically, as to Parking and or Driving within the Neighbourhood. Use of and management of the swimming pool area along with the consumption of alcohol.

**BY-LAW 4.14 – INSTRUCTING CONTRACTORS**

4.14.1 A proprietor or occupier of a Lot must not directly or indirectly instruct agents, employees or contractors of the Neighbourhood Association unless authorised to do so by the Neighbourhood Association.

**BY-LAW 4.15 – CERTIFICATE**

4.15.1 A certificate signed by the Neighbourhood Association, its Managing Agent or the Secretary about a matter or a sum payable to the Neighbourhood Association in connection with the By-Laws is prima facie evidence of the amount or any other factual matter stated in it.

**BY-LAW 4.16 – COMMUNICATIONS WITH AND FROM NEIGHBOURHOOD ASSOCIATION**

4.16.1 Any complaint, notice, request or application to the Neighbourhood Association must be addressed in writing to the Managing Agent.

4.16.2 Any approval, notice or authorisation by the Neighbourhood Association under these By-Laws must be in writing.

**BY-LAW 4.17 – APPROVALS BY NEIGHBOURHOOD ASSOCIATION**

4.17.1 The Neighbourhood Association may give conditionally or unconditionally or withhold its approval under these By-Laws in its absolute discretion unless expressly provided otherwise in these By-Laws.

**BY-LAW 4.18 – FURTHER REGULATION**

4.18.1 Each person who is a proprietor, lessee, occupier, or mortgagee in possession of a lot within the Neighbourhood scheme, and any licensee or invitee of such person, shall be bound by any further by laws regulations and rules properly made from time to time by the Neighbourhood Association.

4.18.2 The proprietor of a lot which is the subject of a lease or license must provide the lessee or licensee with a copy of this Management Statement and any further by laws regulations and rules properly made from time to time by the Neighbourhood Association and must take all reasonable steps to ensure the compliance therewith of any lessee or licensee.

## **PART 5 – BY-LAWS REQUIRED BY PUBLIC AUTHORITY**

There are no by-laws required by a public authority in regard to the Neighbourhood Scheme.

## **PART 6 – DEFINITIONS AND INTERPRETATION**

### **INTERPRETATION**

The definitions contained in the Community Land Development Act and the Community Land Management Act are adopted for the purpose of this Management Statement.

The following words have these meanings in the By-Laws unless the contrary intention appears:

**"Annual General Meeting"** means an annual general meeting of the Neighbourhood Association other than the First Annual General Meeting.

**"Architectural and Landscape Standards"** means the architectural standards contained in the By-Law 1 as amended by the Neighbourhood Association from time to time in respect of the Neighbourhood Parcel.

**"By-Law"** means a by-law included in this Management Statement.

**"Community Schemes Legislation"** means the Community Land Development Act, the Community Land Management Act and cognate legislation.

**"Council"** means the Council of the Shire of Murray.

**"Executive Committee"** means the executive committee of the Neighbourhood Association as constituted or elected from time to time under the Community Land Management Act.

**"Function"** includes a power, authority and duty.

**"General Meeting"** means an annual general meeting or a special general meeting of the Neighbourhood Association.

**"Lot"** means a Neighbourhood Lot.

**"Prescribed Diagram"** means the diagram relating to the Service Lines and prescribed in section 36 of the Community Land Development Act and being Sheet 25 of this Management Statement.

**"Private Access Way"** means a private access way set apart under Part 5 of the Community Land Development Act 1989;

**"Private Service"** means a service running through or servicing Lots, Association Property or Common Property which is not a Statutory Service.

**"Service"** means a Statutory Service or a Private Service.

**"Service Line"** means a pipe, wire, cable, duct, conduit or pole by means of which a Service is or is to be provided the location of which is illustrated in the Prescribed Diagram.

**"Service Provider"** means, without limitation, Country Energy, Telstra, the Council and any authorities or corporations assuming their Functions.

**"Statutory Easement"** means an easement conferring rights :

- (a) to provide a service line within a scheme and a service by means of the service lines; and
- (b) to maintain and repair the service line; and

(c) to enter land within the scheme that would include, or includes, the service line and do all such things as may reasonable be necessary to exercise the rights referred to in paragraphs (a) and (b).

**"Statutory Service"** means a service running through or servicing Lots or Association Property provided by a Service Provider.

**"Treasurer"** means the treasurer of the Neighbourhood Association.

In the By-Laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re- enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns;
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later; and
- (g) headings are inserted for convenience and do not affect the interpretation of this Management Statement.

Unenforceability of a part or provision of these by-laws does not affect the enforceability of any the part or provision.

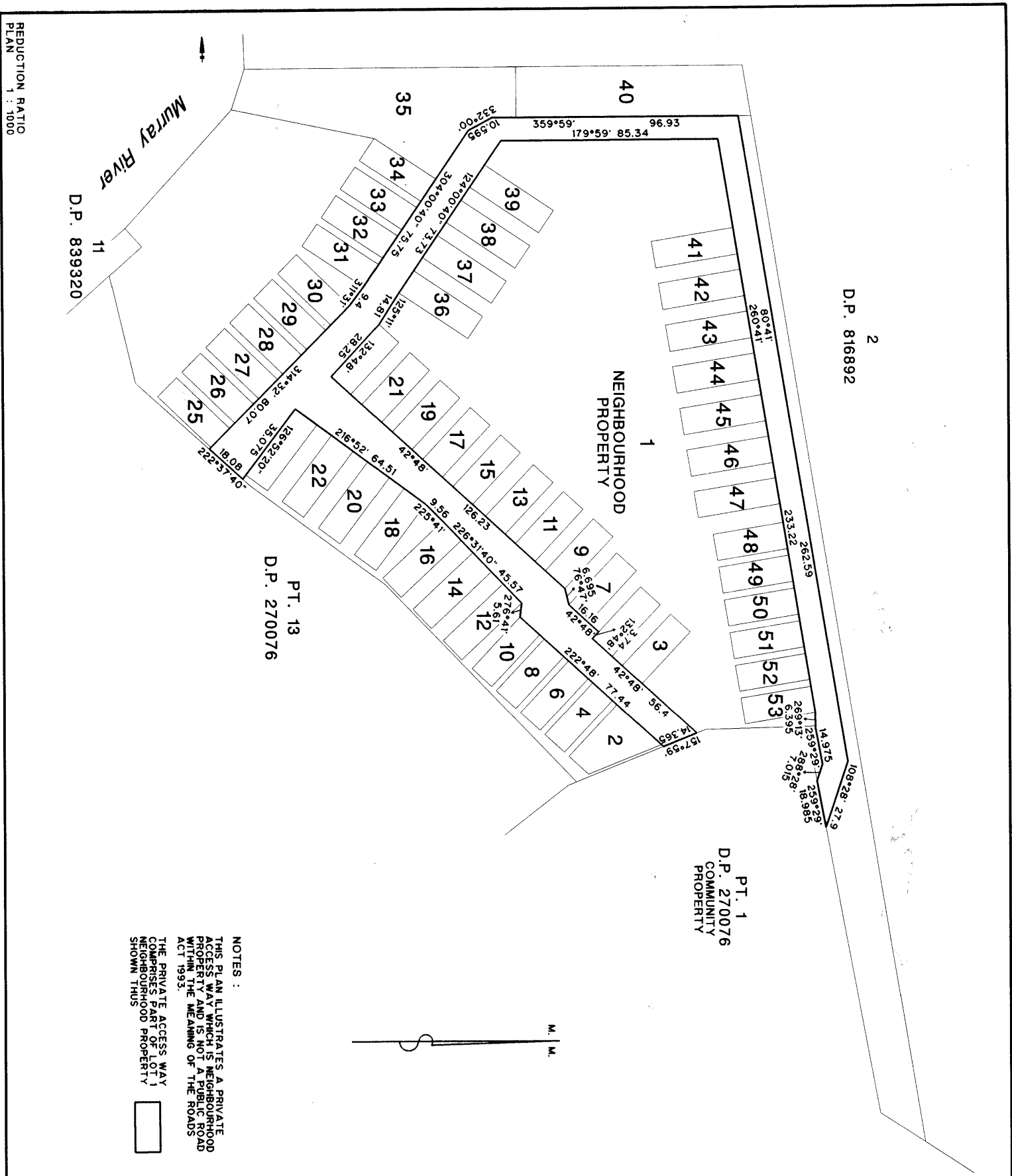
The Neighbourhood Association may exercise a right, power or remedy at it's discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Neighbourhood Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Neighbourhood Association to exercise or delay in exercising a right, power or remedy does not prevent it's exercise.

A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replace or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.

REGISTERED:



1.11.2023





REDUCTION RATIO  
PLAN 1 : 1000

NOTES :  
THIS PLAN ILLUSTRATES A PRIVATE ACCESS WAY WHICH IS NEIGHBOURHOOD PROPERTY AND IS NOT A PUBLIC ROAD WITHIN THE MEANING OF THE ROADS ACT 1993.  
THE PRIVATE ACCESS WAY COMPRISES PART OF LOT 1 NEIGHBOURHOOD PROPERTY SHOWN THUS



PT. 1  
D.P. 270076  
COMMUNITY  
PROPERTY

NEIGHBOURHOOD PLAN DP285882	
PLAN OF PRIVATE ACCESSWAY AT MURRAY RIVER'S EDGE MOAMA	
1. <b>BRIAN LESLIE MITSCH</b> of <b>DENILLOUIN</b> N.S.W. 2710	Surveyor
I certify that this is a plan of the service-way/ access ways provided for the development shown in Community/ Neighbourhood Plan No. _____	
Signed <i>B. L. Misch</i>	
REGISTERED  11.11.2014	
MANAGEMENT STATEMENT	
SHEET 24 OF 25 SHEETS	

REGISTERED:  1.11.2023



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

lengths are in metres. (Sheet 1 of 3 Sheets)

PART 1.

PLAN :

DP816892

Plan of subdivision of Lot 1, D.P. 521202, Lot 10, D.P. 253120, & Lot 76, D.P. 751141 and right of carriageway 60 metres wide & variable within Lot 2, D.P. 774750 in the Shire of Murray, Parish of Benaroca, County of Cadell, covered under Council Clerk's Certificate No. 12/91 dated 19 December 1991.

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND :

Anthony Rupert Watson,  
Rupert James Watson,  
Perricoota Road, Moama,  
State of New South Wales.

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

Easement for effluent disposal 3 metres wide.

SCHEDULE OF LOTS AFFECTED.

LOTS BURDENED

LOTS BENEFITTED.

Lot 2

Lot 1

2. IDENTITY OF EASEMENT SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN :

Right of carriageway 60 metres wide and variable.

SCHEDULE OF LOTS AFFECTED.

LOTS BURDENED

LOTS BENEFITTED.

Lot 2 D.P. 774750

Lot 3

Comprised in Folio Identifier 2/774750

THIS IS SHEET 1 OF A 3 SHEET INSTRUMENT.....

REGISTERED 12.6.1992

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919.

lengths are in metres. (Sheet 2 of 3 Sheets)

PART 2.

PLAN :

DP816892

Plan of subdivision of Lot 1, D.P. 521202, Lot 10, D.P. 253120, & Lot 76, D.P. 751141 and right of carriageway 60 metres wide & variable within Lot 2, D.P. 774750 in the Shire of Murray, Parish of Benaroca, County of Cadell, covered under Council Clerk's Certificate No. 12/91 dated 19 December 1991.

1. TERMS OF EASEMENT FOR EFFLUENT DISPOSAL 3 METRES WIDE FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN :

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times by means of pipes to pump sewage and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes, already laid within the servient tenement for the purpose of pumping sewage or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists to lay, place and maintain a line of pipes of sufficient internal diameter to lay, place and maintain a line of pipes of sufficient internal diameter for the purpose of the servient tenement, and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement, and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line of any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

THIS IS SHEET 2 OF A 3 SHEET INSTRUMENT.....

REGISTERED 12.6.1992

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 15th June 1992.







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

Lengths are in metres.

(Sheet 1 of 3 Sheets)

**DP 846348**

PART 1.

**PLAN :** Plan of subdivision of Lot 12 in Deposited Plan No. 841265, situated in the local government area of Murray, Parish of Benarca, County of Cadell and covered by Council's Certificate No. 31/94 dated the ~~16th~~ 21st December, 1994.

**FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND :** Anthony Rupert Watson, of Perricoota Road, Moama in the State New South Wales.  
  
Sammy One Pty. Ltd., of 33 Nish Street, Echuca in the State of Victoria.

1. **IDENTITY OF EASEMENT FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN :** Easement for effluent disposal 124.26 metres wide and variable.

**SCHEDULE OF LOTS AFFECTED.**

LOT BURDENED.	LOT BENEFITED.
LOT 13	LOT 12

PART 2.

1. TERMS OF EASEMENT FOR EFFLUENT DISPOSAL 124.26 METRES WIDE AND VARIABLE FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through and to spread the said sewage and other waste material and fluid in any quantities in the oxidation pond or ponds on the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes, already laid

THIS IS SHEET 1 OF A 3 SHEET INSTRUMENT .....



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

Lengths are in metres.

(Sheet 2 of 3 Sheets)

**DP 846348**

PART 2.

PLAN : Plan of subdivision of Lot 12 in Deposited Plan No. 841265, situated in the local government area of Murray, Parish of Benarca, County of Cadell and covered by Council's Certificate No. 31/94 dated the ~~16th~~ 21st December, 1994

2.

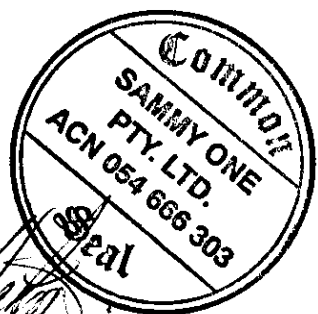
within the servient tenement for the purpose of draining sewage or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Signed in my presence by ANTHONY RUPERT WATSON who is personally known to me:

*[Signature]*  
.....  
(Registered Proprietor)

*[Signature]*  
.....  
(Witness)

The Common Seal of SAMMY ONE PTY. LTD. was hereunto affixed by resolution of the Directors in the presence of :



*[Signature]*  
.....  
(Secretary)

*[Signature]*  
.....  
(Director)

THIS IS SHEET 2 OF A 3 SHEET INSTRUMENT .....

REGISTERED  13.1.1995

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

Lengths are in metres.

(Sheet 3 of 3 Sheets)

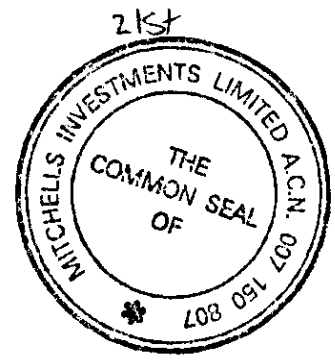
PLAN :

**DP 846348**

Pln of subdivision of Lot 12 in Deposited Plan No. 841265, situated in the local government area of Murray, Parish of Benarca, County of Cadell and covered by Council's Certificate No. 31/94 dated the 16th December, 1994

CONSENT OF MORTGAGEES

THE COMMON SEAL of MITCHELLS INVESTMENTS LIMITED ACN 007 150 807 was hereunto affixed in accordance with its Articles of Association by authority of its Board of Directors in the presence of:



*[Signature]*  
.....

Director

*[Signature]*  
.....

Director/Secretary

THE COMMON SEAL of BILYAN PTY. LTD. ACN 007 722 261 was hereunto affixed in accordance with its Articles of Association by authority of its Board of Directors in the presence of:



*[Signature]*  
.....

Director

*[Signature]*  
.....

Director/Secretary

SIGNATURE OF MORTGAGEE *R.P. Watson*  
.....

WITNESS *[Signature]*  
.....



Form number: 05M  
Edition: 1111

# MORTGAGE

## AJ85881G

New South Wales  
Real Property Act 1900

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

**STAMP DUTY** Office of State Revenue use only

Office of State Revenue Stamp Duty Class No: 3323745 Doc: 1141 Trans No: 7893306 1755 Reference: R 300000
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**(A) TORRENS TITLE** 53/285882

**(B) LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
124E	GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 13 5669 LLPN : 123820V Reference: <b>KEC:140210 BRANS 2066 061</b>	<b>M</b>

**(C) MORTGAGOR** Llewellyn Investment Holdings Pty. Ltd. A.C.N 149 604 124

**(D)** mortgages to the mortgagee all the mortgagor's estate and interest in the abovementioned land and covenants with the mortgagee that the provisions set out in the annexure and/or memorandum specified below are incorporated in this mortgage:

- Annexure "A":
- Memorandum No. AF166417J filed pursuant to section 80A Real Property Act 1900.

**(E)** Encumbrances (if applicable): 1..... 2..... 3.....

**(F) MORTGAGEE** Soares Investments Pty. Ltd. A.C.N. 122 997 406

**(G)** **TENANCY:**

**DATE**

**FOR CERTIFICATION, DATE AND EXECUTION SEE ANNEXURE "A"**

Nathan Michael Llewellyn

Paula Maree Llewellyn

Kate Cooper  
Mortgagee's solicitor


\*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

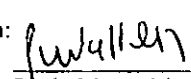
ANNEXURE "A" HEREINBEFORE REFERRED TO

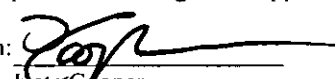
1.	Loan Date	21 November 2014	<i>Kate Cooper</i>
2.	Loan Repayment Date	21 February 2014	<i>Kate Cooper, I am authorised to make this amendment.</i>
3.	Principal	\$300,000 (three hundred thousand dollars)	
4.	Lower Rate	12% pa	
5.	Higher Rate	30% pa	
6.	Interest payable	Prepaid for three months and deducted from the Principal.	
7.	First instalment due		
8.	Instalments due	On expiry of the prepaid interest, monthly in advance.	
9.	Additional Interest Upon Early Repayment	Nil.	
10.	Lender	Soares Investments Pty. Ltd. A.C.N. 122 997 406	
11.	Address For Service	Suite 15 23 Gipps Street Collingwood VIC 3066	
12.	Borrower	Llewellyn Investment Holdings Pty. Ltd. A.C.N. 149 604 124	
13.	Guarantors	Nathan Michael Llewellyn Paula Maree Llewellyn Shane Fredrick Cassar Rodney Cannon	
14.	Special Conditions	<ol style="list-style-type: none"> <li>The Borrower must repay the Principal Sum and any other Secured Monies on or before the Loan Repayment Date.</li> <li>The following amounts will be deducted from the Principal on settlement:                     <ol style="list-style-type: none"> <li>Establishment fee \$12,000</li> <li>Legal costs and disbursements as per the cheque directions.</li> </ol> </li> <li>The Borrower and Guarantors acknowledge the funds are to be used for the development of all of the securities.</li> <li>Prior to the Loan Repayment Date, the Borrower may apply to extend the Loan Repayment Date by a further three months if they are not otherwise in breach of the Agreements.</li> <li><del>Nothing in the Agreement obliges the Lender to agree to a three month extension.</del></li> </ol>	

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.  
 Corporation: Llewellyn Investment Holdings Pty. Ltd.  
 Authority: section 127 of the Corporations Law

*Kate Cooper*  
*Kate Cooper*  
*I am authorised to make this amendment.*

Signature of authorised person:   
 Name of Authorised Person: Nathan Michael Llewellyn  
 Office Held: Director

Signature of authorised person:   
 Name of Authorised Person: Paula Maree Llewellyn  
 Office held: Director

Correct for the purposes of the Real Property Act 1900 on behalf of the mortgagee by the person whose signature appears below:  
 Signature of authorised person:   
 Name of Authorised Person: Kate Cooper  
 Office Held: Solicitor

\*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

 Pending

This page is a temporary placeholder for the Murray River Council: Section 10.7 (2) Certificate - 53/285882 which will be removed and replaced with the certificate once available from the authority.

**Ordered:** 20/06/2024 05:07:48 PM

**Order ID:** 139130787

 Pending

This page is a temporary placeholder for the Murray River Council: Sewer Diagram - 53/285882 which will be removed and replaced with the certificate once available from the authority.

**Ordered:** 20/06/2024 05:07:48 PM

**Order ID:** 139130788