

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

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

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

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

GSTRW payment (GST residential withholding payment) – details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Cooling off period (purchaser's rights)

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is NO COOLING OFF PERIOD—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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, 1/11th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018)

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition* or any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

12 CLEARWATER TCE MOSSY POINT NSW 2557

SPECIAL CONDITIONS

33 AGENT

The Purchaser warrants that he was not introduced to the property or to the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent, if any, specified in the Contract) and the Purchaser shall indemnify the Vendor, to the intent that this indemnity shall not merge or be extinguished on completion of this Contract, against any claim for commission by any real estate agent or other person arising out of any such introduction of the Purchaser and against all claims and expenses of and incidental to the defence and determination of any such claim made against the Vendor.

34 AMENDMENTS TO PRINTED CONDITIONS

This Contract shall be amended as follows:

- (a) Clause 7.1.1 – to be amended to read 2% of the price;
- (b) Clauses 10.1.8 and 10.1.9 – by omitting “substance” and “disclosed” and substituting “existence” and “noted” respectively; and

35 NOTICE TO COMPLETE

Notwithstanding any rule of law or equity to the contrary, it is expressly agreed between the Vendor and the Purchaser that any notice to complete given by either party to the other party under this Contract shall be sufficient as to time if a period of 14 days from the date of service of the Notice is allowed for completion.

36 STATE OF REPAIR

The Purchaser acknowledges that he accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 as to which the Purchaser shall not make any requisition, objection or claim for compensation nor be entitled to rescind or terminate this Contract.

37 EXISTING SERVICES

Notwithstanding anything hereinbefore contained the Purchaser shall take title subject to the existing water, sewerage, drainage, gas, electricity and other installations and services and shall not make any objection thereto on the grounds that any connection passes through any other property or that any connection to any other property passes through the property hereby sold. Furthermore should any water or sewerage main or any underground or surface stormwater pipe pass through, over or under (or should any sewer, manhole or vent be on) the property hereby sold, the Purchaser shall not make any objection thereto or make any requisitions or claim for compensation in respect thereof.

38 DEATH OR LIQUIDATION

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party (and if more than one person comprises that first party then any one of them) prior to completion:

- (a) die or become mentally ill, then the other party may rescind this Contract by notice in writing to the first party's Solicitor and thereupon this Contract shall be at an end and the provisions of Clause 19 shall apply; or
- (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company have a petition for its winding up presented or enter into any scheme of arrangement with its creditors or have a liquidator receiver or official manager of it appointed, then the first party shall be in default under this Contract.

39 STAMP DUTY

The Purchaser shall pay all stamp duties (including penalties and fines) which are payable in connection with this Contract and shall indemnify the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Commissioner for Stamp Duties in relation to those duties. This condition shall not merge or be extinguished on completion of this Contract.

40 INTEREST

- 40.1 If this Contract is not completed by the completion date, then in addition to any other right that the Vendor may have under this Contract or otherwise the Purchaser shall on completion (which expression shall in this special condition include cancellation, rescission or termination) of this Contract:
- (a) pay to the Vendor interest on the balance of the purchase price and any other monies payable by the Purchaser to the Vendor under this Contract;
 - (b) the rate of interest is 10% per annum calculated from and including the completion date up to the date on which completion actually occurs on daily rests;
 - (c) the obligation of the Purchaser to pay interest to the Vendor is an essential term of this Contract; and
 - (d) if completion of this Contract is delayed solely as a result of the Vendor default, interest is not to be charged for the period during which completion was delayed solely for this reason.
- 40.2 Clause 15 is amended by adding "if the Purchaser does not complete the Contract by the completion date then the Purchaser shall pay to the Vendor on the date of completion of the Contract an additional sum of \$330.00 inclusive of GST".

41 WATER USAGE

The Vendor must on completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying:

- (a) the number of unbilled days up to and including the adjustment date by;
- (b) the average charge per day for usage for the last period for which an account issued.

42 INCLUSIONS – STATE OF REPAIR

The Purchaser must accept the furnishings and chattels in their present condition and state of repair. The Vendor is not liable for any loss (other than loss due to the act or default of the Vendor), mechanical breakdown or fair wear and tear in respect of such items occurring after the date of this Contract.

43 REQUISITIONS

Notwithstanding the provisions of Clause 5, the Vendor shall not be required nor obliged to answer any requisitions on title.



FOLIO: 8/1026548

SEARCH DATE	TIME	EDITION NO	DATE
9/4/2025	5:45 PM	7	17/1/2019

LAND

LOT 8 IN DEPOSITED PLAN 1026548
AT JEREMADRA
LOCAL GOVERNMENT AREA EUROBODALLA
PARISH OF TOMAGA COUNTY OF ST VINCENT
TITLE DIAGRAM DP1026548

FIRST SCHEDULE

MARIO KUNCIC (T AC373190)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP880910 EASEMENT FOR DRAINAGE OF WATER 15 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1004838 EASEMENT FOR DRAINAGE OF WATER 15 METRE(S) WIDE & VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1004838 EASEMENT FOR DRAINAGE OF WATER 5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1007860 EASEMENT FOR DRAINAGE OF WATER 15 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1011595 EASEMENT FOR DRAINAGE OF WATER 5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1026548 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED FIRSTLY IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

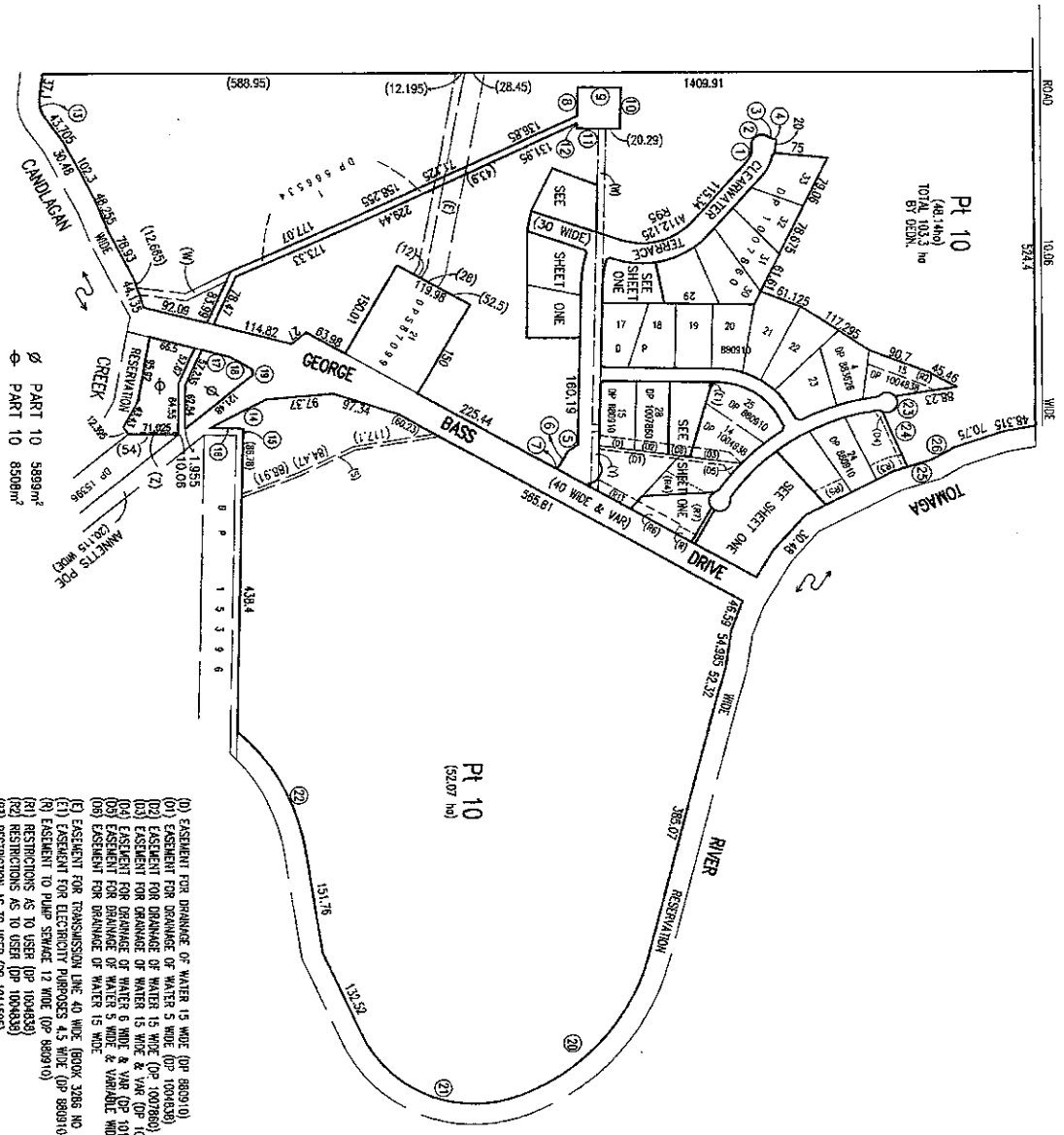
To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

SHORT & CURVED LINES

NO.	LENGTH	ARC	RADIUS
1		25.6	30
2		33.695	19
3		8.63	15
4		3.21	
5		16.755	
6		27.225	
7		4.95	
8		42.215	
9		60.36	
10		60.36	
11		60.36	
12		7.57	
13		28.995	39.52
14		89.17	
15		10.06	
16		47.69	
17		42.075	
18		35.995	
19		8.5	
20		286.575	299.5
21		269.975	179.5
22		205.335	235.5
23		40.01	15
24		19.06	
25		32.98	
26		37.205	

PT 6
 D P 1 0 9 9 6 9



- (1) EASEMENT FOR DRAINAGE OF WATER 15 WIDE (OP 869310)
- (2) EASEMENT FOR DRAINAGE OF WATER 15 WIDE (OP 100430)
- (3) EASEMENT FOR DRAINAGE OF WATER 15 WIDE (OP 100430)
- (4) EASEMENT FOR DRAINAGE OF WATER 15 WIDE (OP 100430)
- (5) EASEMENT FOR DRAINAGE OF WATER 15 WIDE (OP 1011595)
- (6) EASEMENT FOR DRAINAGE OF WATER 15 WIDE (OP 1011595)
- (7) EASEMENT FOR TRANSMISSION LINE 40 WIDE (BOOK 3786 NO 11 & BOOK 3478 NO 489)
- (8) EASEMENT FOR ELECTRICITY PURPOSES 4.5 WIDE (OP 869310)
- (9) EASEMENT TO PUMP STAKE 12 WIDE (OP 869310)
- (10) RESTRICTIONS AS TO USER (OP 100430)
- (11) RESTRICTIONS AS TO USER (OP 100430)
- (12) RESTRICTIONS AS TO USER (OP 100430)
- (13) RESTRICTIONS AS TO USER (OP 1011595)
- (14) RESTRICTIONS AS TO USER (OP 1011595)
- (15) RESTRICTIONS AS TO USER (OP 1011595)
- (16) RESTRICTIONS AS TO USER (OP 1011595)
- (17) RESTRICTIONS AS TO USER
- (18) RESTRICTIONS AS TO USER
- (19) EASEMENT TO PUMP STAKE 12 WIDE (OP 869310)
- (20) EASEMENT FOR WATER SUPPLY 10.06 WIDE (OP 585534)
- (21) EASEMENT FOR WATER SUPPLY 10.06 WIDE (OP 585534)
- (22) RIGHT OF ACCESS 3 WIDE (OP 100430)

Plan-Drawing only to appear in this space

Surveyor's Reference: 10822/23

Registered DP1026548
 24-2001
 This is sheet 2 of my plan of 2 sheets dated 17/11/00
 Surveyor registered under Surveyors Act 1939
 This is sheet 2 of my plan of 2 sheets dated 17/11/00
 Registered Professional Engineer No. 28855
 16.12.00

Address: Property/Owner/Developer/Accessories
 For use where date is insufficient to give point as Plan Form 2

COMPILED PLAN APPROVAL
 NUMBER 2000-1356
 Reduction Ratio 1: 500

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

PART 1

Length are in metres

(Sheet 1 of 6 Sheets)

DP 880910

Subdivision covered by
Council Clerks certificate
No. 2676 Dated: 25.8.1998.

Full name and address of
proprietor of the land

BRUCE EDWARDS NOMINEES PTY
LIMITED ACN 008 576 510 and
SEVEN STARS PTY LIMITED
ACN 061 433 458
both c/- Arthur B. Booth & Co.
52 Osborne Street
NOWRA NSW 2541

Full name and address of
mortgagee of the land

AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED
of 22 Orient Street
BATEMANS BAY NSW 2536

1. Identity of easement
firstly referred to in
abovementioned plan

Easement to pump sewage 12 wide

SCHEDULE OF LOTS ETC. AFFECTED

LOT(S) BURDENED

AUTHORITY BENEFITED

Lot 16

Eurobodalla Shire Council

2. Identity of easement
secondly referred to in
abovementioned plan

Easement for electricity
purposes 4.5 wide

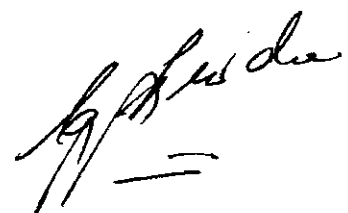
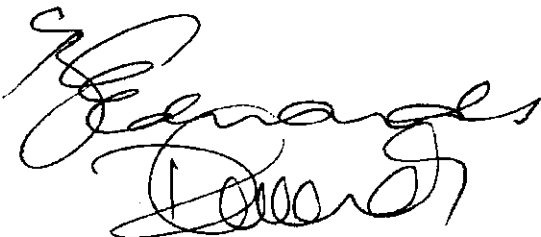
SCHEDULE OF LOTS ETC. AFFECTED

LOT(S) BURDENED

AUTHORITY BENEFITED

Lots 16 & 25

Great Southern Energy



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

(Sheet 2 of 6 Sheets)

Plan: **DP 880910**

Subdivision covered by
Council Clerks certificate
No. 2676 Dated: 25. 8. 1996.

Full name and address of
proprietor of the land

BRUCE EDWARDS NOMINEES PTY
LIMITED ACN 008 576 510 and
SEVEN STARS PTY LIMITED
ACN 061 433 458
both c/- Arthur B. Booth & Co.
52 Osborne Street
NOWRA NSW 2541

3. Identity of easement
thirdly referred to in
abovementioned plan Restriction as to User

SCHEDULE OF LOTS ETC. AFFECTED

LOT(S) BURDENED

Lot 15, Lots 17
to 25 inclusive

LOT(S) BENEFITED

Every other lot

4. Identity of easement
fourthly referred to in
abovementioned plan Easement for drainage of
water 15 wide.

SCHEDULE OF LOTS ETC. AFFECTED

LOT(S) BURDENED

Lot 15

LOT(S) BENEFITED

Lot 16

PART II

1. Terms of Easement firstly referred to in the abovementioned Plan

1. The authority benefited may:
- (a) Drain and pump sewage, sullage and other fluid wastes through the lot burdened, but only within the site of this easement, and
 - (b) Do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened, and
 - constructing and permitting to remain constructed on the lot burdened pumps, pipes and associated equipment, and
 - using any existing line of pipes, and
 - carrying out works, such as constructing, placing, repairing or maintaining pumps, pipes and equipment.

[Handwritten signatures]
B. Edwards
B. Hurdie

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

(Sheet 3 of 6 Sheets)

Plan:

DP 880910

Subdivision covered by
Council Clerks certificate
No. 2676 Dated: 25.8.1998

Full name and address of
proprietor of the land

BRUCE EDWARDS NOMINEES PTY
LIMITED ACN 008 576 510 and
SEVEN STARS PTY LIMITED
ACN 061 433 458
both c/- Arthur B. Booth & Co.
52 Osborne Street
NOWRA NSW 2541

2. In exercising these powers, the authority benefited must:
- (a) Ensure all work is done properly, and
 - (b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) Cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) Restore the lot burdened as nearly as practicable to its former condition, and
 - (e) Make good any collateral damage.

2. Terms of Restrictions as to User thirdly referred to in above-mentioned Plan

- (a) No main building shall be erected or permitted to remain erected on each lot hereby burdened having a minimum overall floor area of less than 150 square metres.
- (b) No lot burdened shall be used or occupied for the purpose of a residence, temporarily or permanently, whether a dwelling, caravan or mobile home, tent or the like, unless it has been completed in every respect in accordance with plans and specifications approved by Eurobodalla Shire Council for the purpose of a residential dwelling.

Bruce Edwards
[Signature]

B. Booth
[Signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

(Sheet 4 of 6 Sheets)

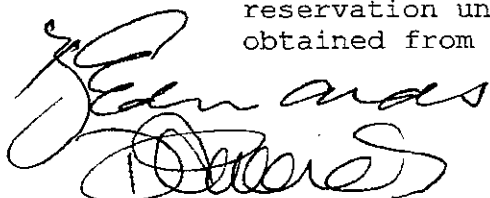
Plan: DP 880910

Subdivision covered by
Council Clerks certificate
No. 2676 Dated: 25. 8. 1998

Full name and address of
proprietor of the land

BRUCE EDWARDS NOMINEES PTY
LIMITED ACN 008 576 510 and
SEVEN STARS PTY LIMITED
ACN 061 433 458
both c/- Arthur B. Booth & Co.
52 Osborne Street
NOWRA NSW 2541

- (c) No lot burdened shall have constructed upon it any dwelling or building unless in relation to external cladding such is constructed of brick or timber or fibrous cement sheeting or, in the case of any shed, colourbond sheeting, and further in relation to external tiling, roofing, wall cladding and brick work of any such dwelling or any shed, building, animal housing or structure, the same shall be constructed with new materials or otherwise with the approval of Bruce Edwards Nominees Pty Limited and Seven Stars Pty Limited ("the corporations") or such person as may be authorised by the corporations to provide such consent.
- (d) No structure, whether foundation, frame or partially completed residence, shall be permitted to remain erected upon any lot hereby burdened where completion to a standard deemed fit for occupation by Eurobodalla Shire Council is not obtained within a date being one year from the date of substantial commencement of such structure.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining lot owned by the corporations, without the consent of such corporations PROVIDED such consent shall not be withheld if such fence is erected without expense to such corporations and in favour of any person dealing directly with the corporations or the persons for the time being of each lot hereby burdened, such consent shall be deemed to have been given in respect of every fence for the time being erected.
- (f) No activity in the nature of building works, paving, roadways, tree removal, gardening, grazing or such other activity as prevents the regeneration of native vegetation shall be carried out upon lot 24 hereby burdened within twenty (20) metres of the north-eastern boundary of that lot with the 30.48 wide reservation unless written approval for such activity is first obtained from Eurobodalla Shire Council.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

(Sheet 5 of 6 Sheets)

Plan: DP880910

Subdivision covered by
Council Clerks certificate
No. 2876 Dated: 25. 8. 1998

Full name and address of
proprietor of the land

BRUCE EDWARDS NOMINEES PTY
LIMITED ACN 008 576 510 and
SEVEN STARS PTY LIMITED
ACN 061 433 458
both c/- Arthur B. Booth & Co.
52 Osborne Street
NOWRA NSW 2541

- (g) No vehicular access shall be constructed or permitted to remain from Estuary Way to either lots 15 or 17 of the burdened lots unless written approval has first been obtained from Eurobodalla Shire Council for the design and construction of such vehicular access.
- (h) No building shall be erected or permitted to remain erected upon any lot hereby burdened unless such building incorporates a drainage design incorporating roof and pavement stormwater discharge to absorption trenches or such other design in either case as may be approved by Eurobodalla Shire Council.

PART III

Name of person empowered to release, vary or modify the easements referred to in the abovementioned plan.

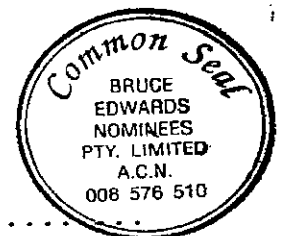
The proprietors for the time being of the land benefited by the restriction as to user and Eurobodalla Shire Council.

Dated this day of , 1998

Executed as a Deed

THE COMMON SEAL of BRUCE EDWARDS)
NOMINEES PTY LTD ACN 008 576 510)
was hereto affixed in accordance)
with its Articles of Association)
in the presence of)

Bruce Edwards
.....
Director



[Signature]
.....

Secretary

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

(Sheet 6 of 6 Sheets)


Plan: DP880910

Subdivision covered by
Council Clerks certificate
No. 2676 Dated: 25.8.1998


Full name and address of
proprietor of the land

BRUCE EDWARDS NOMINEES PTY
LIMITED ACN 008 576 510 and
SEVEN STARS PTY LIMITED
ACN 061 433 458
both c/- Arthur B. Booth & Co.
52 Osborne Street
NOWRA NSW 2541

THE COMMON SEAL of SEVEN STARS)
PTY LTD ACN 061 433 458 was hereto)
affixed in accordance with its)
Articles of Association in the)
presence of)

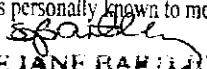

.....
Director

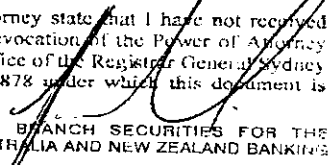



.....
Secretary

SIGNED FOR AND ON BEHALF OF
AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED

Signed and Sealed by the said Bank AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
at Sydney by its Attorney A.C.N. 005 357 522
GREGORY DAVID RUSSELL by its Attorney

who is personally known to me,

STEPHANIE JANE BARILLY
20/1 MARKET STREET
SYDNEY
BANK OFFICER

and I, the said Attorney state that I have not received
any notice of the revocation of the Power of Attorney
registered in the Office of the Registrar General Sydney
as Book 4001 No. 878 under which this document is
executed.

ACTING/MANAGER BRANCH SECURITIES FOR THE
TIME BEING OF AUSTRALIA AND NEW ZEALAND BANKING
GROUP LIMITED

REGISTERED  10 23-10-1998

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 1 of 6 Sheets)

PART I

DP1004838

Plan of Subdivision of Lot 3 in Deposited Plan 883626 covered by Council Clerks Certificate No. 2757 dated 22 July 1999.

Full name and address of proprietor of the land

BRUCE EDWARDS NOMINEES PTY. LIMITED ACN 008 576 510 and **SEVEN STARS PTY. LIMITED** ACN 061 433 458 C/- Arthur Booth & Co, 52 Osborne Street, Nowra, 2541.

Full name and address of Mortgagee of the land

AUSTRALIA & NEW ZEALAND BANKING GROUP LIMITED ACN 005 357 522 of 22 Orient Street, Batemans Bay NSW 2536

1. **Identity of easement firstly referred to in abovementioned plan** Restriction as to User

SCHEDULE OF LOTS ETC. AFFECTED

Lot burdened
Lot 16

Authority benefited
Eurobodalla Shire Council

2. **Identity of easement secondly referred to in abovementioned plan** Restriction as to User

SCHEDULE OF LOTS ETC. AFFECTED

Lot burdened
Lot 15

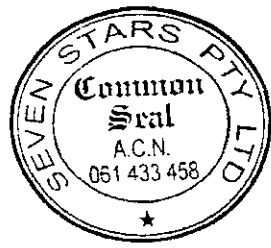
Authority benefited
Eurobodalla Shire Council

3. **Identity of easement thirdly referred to in abovementioned plan** Easement for drainage of water 5 wide

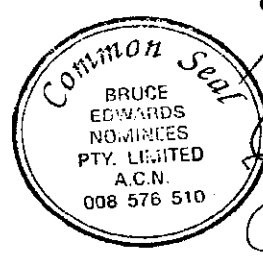
SCHEDULE OF LOTS ETC. AFFECTED

Lot burdened
Lot 16

Lot and authority benefited
17 and Eurobodalla Shire Council



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**RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 2 of 6 Sheets)

PART I

DP1004838

Plan of Subdivision of Lot 3 in Deposited
Plan 883626 covered by Council Clerks
Certificate No 2757 dated 22 July 1999

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

4. **Identity of easement fourthly
referred to in abovementioned plan** Right of access 3 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lot burdened
Lot 17

Lot benefited
Lot 143 in Deposited Plan 15396

5. **Identity of easement fifthly
referred to in abovementioned plan** Easement for drainage of water 15 wide
and variable width

SCHEDULE OF LOTS ETC. AFFECTED

Lot burdened
Lot 14

Lot and authority benefited
17 and Eurobodalla Shire Council

6. **Identity of easement sixthly
referred to in abovementioned plan** Restriction as to User

SCHEDULE OF LOTS ETC. AFFECTED

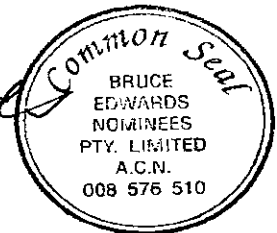
Lot burdened
Lot 14
Lot 15
Lot 16

Lot benefited
15,16,17
14,16,17
14,15,17



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[Handwritten signature]

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[Handwritten signature]



**RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 3 of 6 Sheets)

PART I

DP1004838

Plan of Subdivision of Lot 3 in Deposited Plan 883626 covered by Council Clerks Certificate No. 2757 dated 22 July 1999

Full name and address of proprietor of the land

BRUCE EDWARDS NOMINEES PTY. LIMITED ACN 008 576 510 and **SEVEN STARS PTY. LIMITED** ACN 061 433 458 C/- Arthur Booth & Co, 52 Osborne Street, Nowra, 2541.

Full name and address of Mortgagee of the land

AUSTRALIA & NEW ZEALAND BANKING GROUP LIMITED ACN 005 357 522 of 22 Orient Street, Batemans Bay NSW 2536

PART II

1. Terms of Restriction as to User firstly referred to in abovementioned Plan

No dwelling shall be erected or permitted to remain erected on the lot hereby burdened within one hundred metres (100m) of the centre line of the closest lane of George Bass Drive, unless incorporating noise abatement practices complying with Australian Standard AS2107-1987.

2. Terms of Restriction as to User secondly referred to in abovementioned Plan

No activity in the nature of building works, paving, roadways, tree removal, gardening, grazing or such other activity as prevents the regeneration of native vegetation shall be carried out upon the lot hereby burdened within 20 metres of the north-western boundary of that lot unless written approval for such activity is first obtained from Eurobodalla Shire Council.

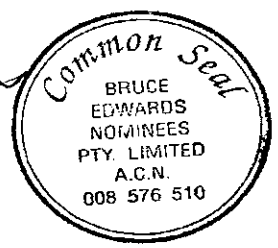
3. Terms of Restriction as to User sixthly referred to in abovementioned Plan

- (a) No main building shall be erected or permitted to remain erected on each lot hereby burdened having a minimum overall floor area of less than 150 square metres.
- (b) No lot burdened shall be used or occupied for the purpose of a residence, temporarily or permanently, whether a dwelling, caravan or mobile home, tent or the like, unless it has been completed in every respect in accordance with plans and specifications approved by Eurobodalla Shire Council for the purpose of a residential dwelling.



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**INSTRUMENT SETTING OUT TERMS OF RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 4 of 6 Sheets)

PART I

DP1004838

Plan of Subdivision of Lot 3 in Deposited
Plan 883626 covered by Council Clerks
Certificate No. 2757 dated 22 July 1999

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

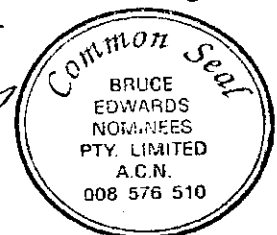
PART II

- (c) No lot burdened shall have constructed upon it any dwelling or building unless in relation to external cladding such is constructed of brick or timber or fibrous cement sheeting or, in the case of any shed, colorbond sheeting, and further in relation to external tiling, roofing, wall cladding and brick work of any such dwelling or any shed, building, animal housing or structure, the same shall be constructed with new materials or otherwise with the approval of Bruce Edwards Nominees Pty. Ltd. or Seven Stars Pty. Limited ("the corporations") or such person as may be authorised by the corporations to provide such consent.
- (d) No structure, whether foundation, frame or partially completed residence, shall be permitted to remain erected upon any lot hereby burdened where completion to a standard deemed fit for occupation by Eurobodalla Shire Council is not obtained within a date being one year from the date of substantial commencement of such structure.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining lot owned by the corporations, without the consent of such corporations PROVIDED such consent shall not be withheld if such fence is erected without expense to such corporations and in favour of any person dealing directly with the corporations or the persons for the time being of each lot hereby burdened, such consent shall be deemed to have been given in respect of every fence for the time being erected.
- (f) No building shall be erected or permitted to remain erected upon any lot hereby burdened unless such building incorporates a drainage design incorporating roof and pavement stormwater discharge to absorption trenches or such other design in either case as may be approved by Eurobodalla Shire Council.



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B. Edwards

[Handwritten signature]
Bruce Edwards



**INSTRUMENT SETTING OUT TERMS OF RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 5 of 6 Sheets)

PART I

DP1004838

Plan of Subdivision of Lot 3 in Deposited Plan 883626 covered by Council Clerks Certificate No. 2757 dated 22 July 1999.

Full name and address of proprietor of the land

BRUCE EDWARDS NOMINEES PTY. LIMITED ACN 008 576 510 and **SEVEN STARS PTY. LIMITED** ACN 061 433 458 C/- Arthur Booth & Co, 52 Osborne Street, Nowra, 2541.

Full name and address of Mortgagee of the land

AUSTRALIA & NEW ZEALAND BANKING GROUP LIMITED ACN 005 357 522 of 22 Orient Street, Batemans Bay NSW 2536

PART III

Name of person empowered to release, vary or modify the easements referred to in the abovementioned plan.

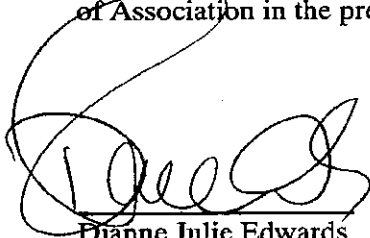
The proprietors for the time being of the land benefited by the Restriction as to User and Eurobodalla Shire Council.


DATED this day of 1999

EXECUTED AS A DEED

THE COMMON SEAL of BRUCE EDWARDS NOMINEES PTY. LTD.)
ACN 008 576 510 was hereunto)
affixed in accordance with its Articles)
of Association in the presence of:)




Dianne Julie Edwards
Secretary


Bruce Claye Edwards
Director

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 6 of 6 Sheets)

PART I

DP1004838

Plan of Subdivision of Lot 3 in Deposited
Plan 883626 covered by Council Clerks
Certificate No. 2757 dated 22 July 1999.

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

PART III

THE COMMON SEAL of **SEVEN
STARS PTY. LTD.** ACN 008 576 510)
was hereunto affixed in accordance)
with its Articles of Association in)
the presence of:)



Carol Ann Purdie

Carol Ann Purdie
Secretary

Phillip Alexander Purdie

Phillip Alexander Purdie
Director

**SIGNED FOR AND ON BEHALF OF AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED:**

Signed and Sealed by the said Bank
at Sydney by its Attorney
**Jennifer Anne
PRIESTLAND**
who is personally known to me,
Inna Ferdman
20/1 MARKET STREET
SYDNEY
BANK OFFICE

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
AND THE A.B.R.
and I, the said Attorney, do hereby certify that
and I, the said Attorney, do hereby certify that
registered in the State of New South Wales as
an A.B.R. in the State of New South Wales
and I, the said Attorney, do hereby certify that
the said Bank is a company registered in the
State of New South Wales as an A.B.R. in the
State of New South Wales.

REGISTERED 27.8.1999

**RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 1 of 5 Sheets)

PART I

DP1007860

Plan of Subdivision of Lot 17 in
Deposited Plan 1004838 covered by
Council Clerks Certificate No. 2778
dated 20 October 1999

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

1. **Identity of easement firstly
referred to in abovementioned plan** Restriction as to User

SCHEDULE OF LOTS ETC. AFFECTED

Lot burdened

Lot 28
Lot 29
Lot 30
Lot 31
Lot 32
Lot 33
Lot 34

Lot benefited

Every other lot
Every other lot
Every other lot
Every other lot
Every other lot
Every other lot
Every other lot

2. **Identity of easement secondly
referred to in abovementioned plan** Easement for drainage of water 15 wide

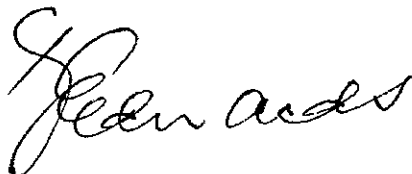
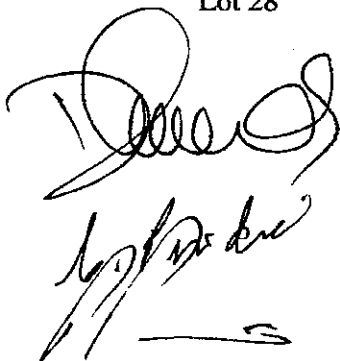
SCHEDULE OF LOTS ETC. AFFECTED

Lot burdened

Lot 28

Lot and authority benefited

Lot 35
Lot 15 DP880910
Eurobodalla Shire Council



**RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 2 of 5 Sheets)

PART I

DP1007860

Plan of Subdivision of Lot 17 in
Deposited Plan 1004838 covered by
Council Clerks Certificate No. 2778
dated 20 October 1999

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

PART II

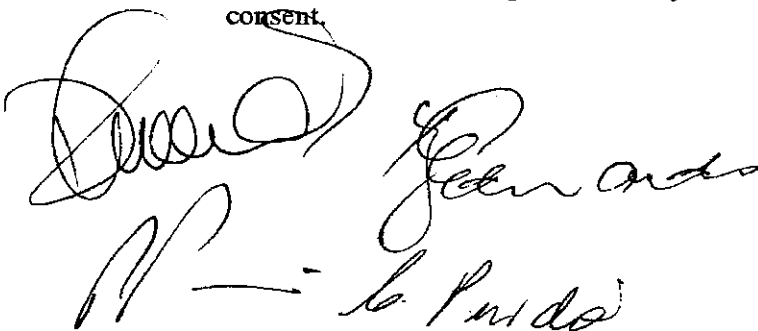
1. **Terms of Restriction as to User firstly referred to in abovementioned Plan**

No dwelling shall be erected or permitted to remain erected on Lot 28 hereby burdened within one hundred metres (100m) of the centre line of the closest lane of George Bass Drive, unless incorporating noise abatement practices complying with Australian Standard AS2107-1987.

2. No main building shall be erected or permitted to remain erected on each lot hereby burdened having a minimum overall floor area of less than 150 square metres.

3. No lot burdened shall be used or occupied for the purpose of a residence, temporarily or permanently, whether a dwelling, caravan or mobile home, tent or the like, unless it has been completed in every respect in accordance with plans and specifications approved by Eurobodalla Shire Council for the purpose of a residential dwelling.

4. No lot burdened shall have constructed upon it any dwelling or building unless in relation to external cladding such is constructed of brick or timber or fibrous cement sheeting or, in the case of any shed, colorbond sheeting, and further in relation to external tiling, roofing, wall cladding and brick work of any such dwelling or any shed, building, animal housing or structure, the same shall be constructed with new materials or otherwise with the approval of Bruce Edwards Nominees Pty. Ltd. or Seven Stars Pty. Limited ("the corporations") or such person as may be authorised by the corporations to provide such consent.



Handwritten signatures of Bruce Edwards and P. L. Pardo.

**RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 3 of 5 Sheets)

PART I

DP1007860

Plan of Subdivision of Lot 17 in
Deposited Plan 1004838 covered by
Council Clerks Certificate No. 2778
dated 20 October 1999

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

PART II

5. No structure, whether foundation, frame or partially completed residence, shall be permitted to remain erected upon any lot hereby burdened where completion to a standard deemed fit for occupation by Eurobodalla Shire Council is not obtained within a date being one year from the date of substantial commencement of such structure.
6. No fence shall be erected on any lot burdened to divide it from any adjoining lot owned by the corporations, without the consent of such corporations PROVIDED such consent shall not be withheld if such fence is erected without expense to such corporations and in favour of any person dealing directly with the corporations or the persons for the time being of each lot hereby burdened, such consent shall be deemed to have been given in respect of every fence for the time being erected.
7. No building shall be erected or permitted to remain erected upon any lot hereby burdened unless such building incorporates a drainage design incorporating roof and pavement stormwater discharge to absorption trenches or such other design in either case as may be approved by Eurobodalla Shire Council.

PART III

**Name of person empowered to release, vary or modify the easements referred to in the
abovementioned plan.**

The proprietors for the time being of the land benefited by the Restriction as to User and Eurobodalla Shire Council.

DATED this 21 day of October 1999

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**RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 4 of 5 Sheets)

PART I

DP1007860

Plan of Subdivision of Lot 17 in
Deposited Plan 1004838 covered by
Council Clerks Certificate No. 2778
dated 20 October 1999

**Full name and address of
proprietor of the land**

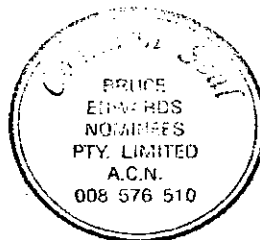
**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

EXECUTED AS A DEED

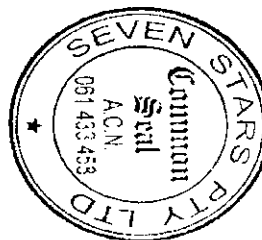
**THE COMMON SEAL of BRUCE
EDWARDS NOMINEES PTY. LTD.**)
ACN 008 576 510 was hereunto)
affixed in accordance with its Articles)
of Association in the presence of:)



Dianne Julie Edwards
Secretary

Bruce Claye Edwards
Director

**THE COMMON SEAL of SEVEN
STARS PTY. LTD.** ACN 008 576 510)
was hereunto affixed in accordance)
with its Articles of Association in)
the presence of:)



Carol Ann Purdie
Secretary

Phillip Alexander Purdie
Director

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 5 of 5 Sheets)

PART I

DP1007860

Plan of Subdivision of Lot 17 in
Deposited Plan 1004838 covered by
Council Clerks Certificate No. 2778
dated 20 October 1999

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

Signed and Sealed by the said Bank
at Sydney by its Attorney

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

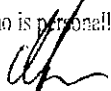
A.C.N. 005 357 522

GREGORY DAVID RUSSELL

by its Attorney

who is personally known to me,


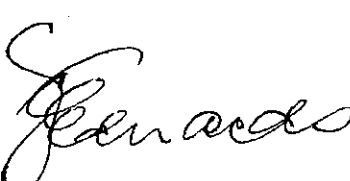
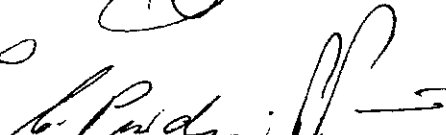
and I, the said Attorney state that I have not received
any notice of the revocation of the Power of Attorney
registered in the Office of the Registrar General Sydney
as Book 4001 No. 878 under which this document is
executed.


20A MARKET STREET
SYDNEY
BANK OFFICER


ACTING MANAGER BRANCH SECURITIES FOR THE
TIME BEING OF AUSTRALIA AND NEW ZEALAND BANKING
GROUP LIMITED

MARIA UCCHINO

**SIGNED FOR AND ON BEHALF OF AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED:**

REGISTERED  3.12.1999

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 1 of 6 Sheets)

PART I

DP1011595

Plan of Subdivision of Lot 35 in
Deposited Plan 1007860 covered by
Council Clerks Certificate No.
dated

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

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

Easement for drainage of water 6 wide
and variable width

Schedule of lots etc. affected

Lot burdened
Lot 11

Authority benefited
Eurobodalla Shire Council

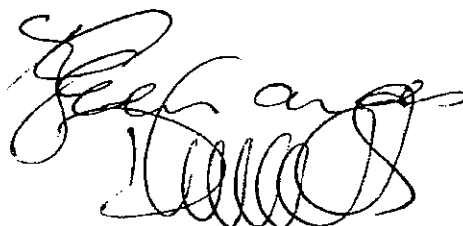
2. **IDENTITY OF EASEMENT
SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN**

Easement for drainage of water 5 wide
and variable width

Schedule of lots etc. affected

Lot burdened
Lot 10

Lot and authority benefited
Lot 12
Eurobodalla Shire Council
Lot 16 DP1004838



**INSTRUMENT SETTING OUT TERMS OF RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 2 of 6 Sheets)

PART I

DP1011595

Plan of Subdivision of Lot 35 in
Deposited Plan 1007860 covered by
Council Clerks Certificate No.
dated

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

3. **IDENTITY OF EASEMENT
THIRDLY REFERRED TO IN
ABOVEMENTIONED PLAN**

Restriction as to User

Schedule of lots etc. affected

Lot burdened
Lot 10
Lot 11

Lot benefited
11, 12
10, 12

4. **IDENTITY OF EASEMENT
FOURTHLY REFERRED TO
IN ABOVEMENTIONED PLAN**

Restriction as to User

Schedule of lots etc. affected

Lot burdened
Lot 11

Authority benefited
Eurobodalla Shire Council

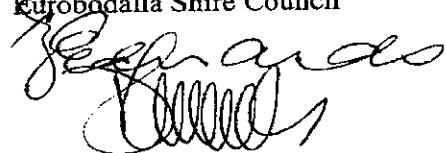
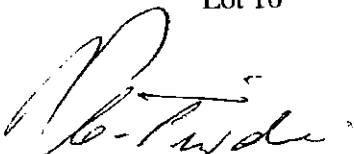
5. **IDENTITY OF EASEMENT
FIFTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

Restriction as to User

Schedule of lots etc. affected

Lot burdened
Lot 10

Lot and authority benefited
Eurobodalla Shire Council



**INSTRUMENT SETTING OUT TERMS OF RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 3 of 6 Sheets)

PART I

DP1011595

Plan of Subdivision of Lot 35 in
Deposited Plan 1007860 covered by
Council Clerks Certificate No.
dated

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

PART II

1. Terms of Restriction as to User thirdly referred to in abovementioned Plan

- (a) No main building shall be erected or permitted to remain erected on each lot hereby burdened having a minimum overall floor area of less than 150 square metres.
- (b) No lot burdened shall be used or occupied for the purpose of a residence, temporarily or permanently, whether a dwelling, caravan or mobile home, tent or the like, unless it has been completed in every respect in accordance with plans and specifications approved by Eurobodalla Shire Council for the purpose of a residential dwelling.
- (c) No lot burdened shall have constructed upon it any dwelling or building unless in relation to external cladding such is constructed of brick or timber or fibrous cement sheeting or, in the case of any shed, colorbond sheeting, and further in relation to external tiling, roofing, wall cladding and brick work of any such dwelling or any shed, building, animal housing or structure, the same shall be constructed with new materials or otherwise with the approval of Bruce Edwards Nominees Pty. Ltd. or Seven Stars Pty. Limited ("the corporations") or such person as may be authorised by the corporations to provide such consent.
- (d) No structure, whether foundation, frame or partially completed residence, shall be permitted to remain erected upon any lot hereby burdened where completion to a standard deemed fit for occupation by Eurobodalla Shire Council is not obtained within a date being one year from the date of substantial commencement of such structure.

R. Edwards

Edwards

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 4 of 6 Sheets)

PART I

DP1011595

Plan of Subdivision of Lot 35 in
Deposited Plan 1007860 covered by
Council Clerks Certificate No.
dated

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

PART II

1. **Terms of Restriction as to User thirdly referred to in abovementioned Plan (con't)**

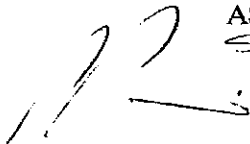
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining lot owned by the corporations, without the consent of such corporations PROVIDED such consent shall not be withheld if such fence is erected without expense to such corporations and in favour of any person dealing directly with the corporations or the persons for the time being of each lot hereby burdened, such consent shall be deemed to have been given in respect of every fence for the time being erected.
- (f) No building shall be erected or permitted to remain erected upon any lot hereby burdened unless such building incorporates a drainage design incorporating roof and pavement stormwater discharge to absorption trenches or such other design in either case as may be approved by Eurobodalla Shire Council.

2. **Terms of Restrictions as to User fourthly referred to in abovemention Plan**

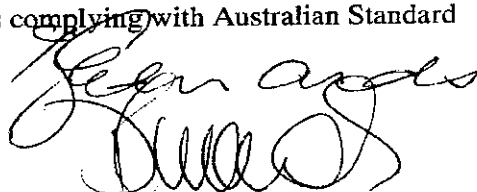
No activity in the nature of building works, paving, roadways, tree removal, gardening, grazing or such other activity as prevents the regeneration of native vegetation shall be carried out upon the lot hereby burdened within 20 metres of the north-eastern boundary of that lot unless written approval for such activity is first obtained from Eurobodalla Shire Council. *AS REGARDS THE AREA SHOWN (R3) ON THE PLAN.**

3. **Terms of Restriction fifthly referred to in abovementioned Plan.**

No dwelling shall be erected or permitted to remain erected on the lot hereby burdened within one hundred metres (100m) of the centre line of the closest lane of George Bass Drive, unless incorporating noise abatement practices complying with Australian Standard AS2107-1987. *AS REGARDS THE AREA SHOWN (R4) ON THE PLAN.**



B. Purdie



* ADDITIONS MADE IN LTO AT LIPS REQUEST. 16.3.2000

**RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 5 of 6 Sheets)

PART I

DP1011595

Plan of Subdivision of Lot 35 in
Deposited Plan 1007860 covered by
Council Clerks Certificate No.
dated

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

PART III

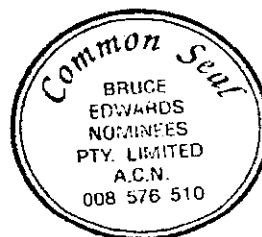
**Name of person empowered to release, vary or modify the Restrictions as to User referred to
in the abovementioned plan.**

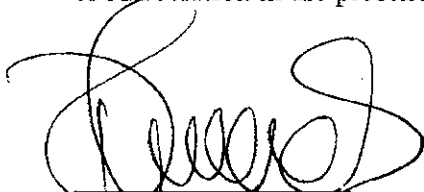
The proprietors for the time being of the land benefited by the Restriction as to User and
Eurobodalla Shire Council.

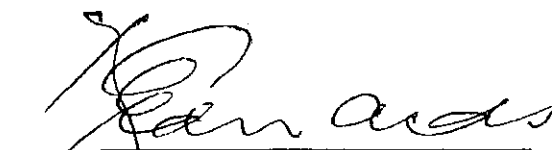
DATED this  day of February 2000

EXECUTED AS A DEED

**THE COMMON SEAL of BRUCE
EDWARDS NOMINEES PTY. LTD.**)
ACN 008 576 510 was hereunto)
affixed in accordance with its Articles)
of Association in the presence of:)




Dianne Julie Edwards
Secretary


Bruce Claye Edwards
Director

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 6 of 6 Sheets)

PART I

DP1011595

Plan of Subdivision of Lot 35 in
Deposited Plan 1007860 covered by
Council Clerks Certificate No.
dated

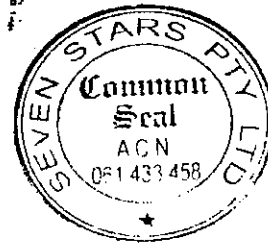
**Full name and address of
proprietor of the land**


**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.


**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

THE COMMON SEAL of **SEVEN
STARS PTY. LTD.** ACN 008 576 510)
was hereunto affixed in accordance)
with its Articles of Association in)
the presence of:)




Carol Ann Purdie
Secretary


Phillip Alexander Purdie
Director

**SIGNED FOR AND ON BEHALF OF AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED:**

Signed and Sealed by the said Bank
at Sydney by its Attorney
Gregory David Russell

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
A.C.N. 005 357 522
by its Attorney

who is personally known to me,

DANTE REGIDOR
20/1 MARKET STREET
SYDNEY
BANK OFFICER

and I, the said Attorney state that I have not received
any notice of the revocation of the power of Attorney
registered in the Office of the Registrar General Sydney
as Book 4001 No. 878 under which this document is
executed.

ACTING/MANAGER BRANCH SECURITIES FOR THE
TIME BEING OF AUSTRALIA AND NEW ZEALAND BANKING
GROUP LIMITED

REGISTERED



 17.3.2000

**RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 1 of 6 Sheets)

PART I

DP1026548

Plan of Subdivision of Lot 40 in
Deposited Plan ~~1010108~~ ¹⁰¹⁸¹⁰⁸ covered by
Council Clerks Certificate No. 2883
dated 18th December 2000

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

1. **Identity of easement firstly
referred to in abovementioned plan** Restriction as to User

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots burdened</u>	<u>Lots benefited</u>
Lot 7	Lots 8,9,10
Lot 8	Lots 7,9,10
Lot 9	Lots 7,8,10

2. **Identity of easement secondly
referred to in abovementioned plan** Restriction as to User

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lot burdened</u>	<u>Authority benefited</u>
Lot 9	Eurobodalla Shire Council

**RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 2 of 6 Sheets)

PART I

DP1026548

Plan of Subdivision of Lot 40 in
Deposited Plan ~~1010108~~ ¹⁰⁸¹⁰⁸ covered by
Council Clerks Certificate No. ~~2883~~
dated ~~1911~~ ¹⁰⁸¹⁰⁸ DECEMBER 2007

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

3. **Identity of easement thirdly
referred to in abovementioned plan**

Restriction as to User

SCHEDULE OF LOTS ETC. AFFECTED

Lot burdened
Lot 9

Authority benefited
Eurobodalla Shire Council

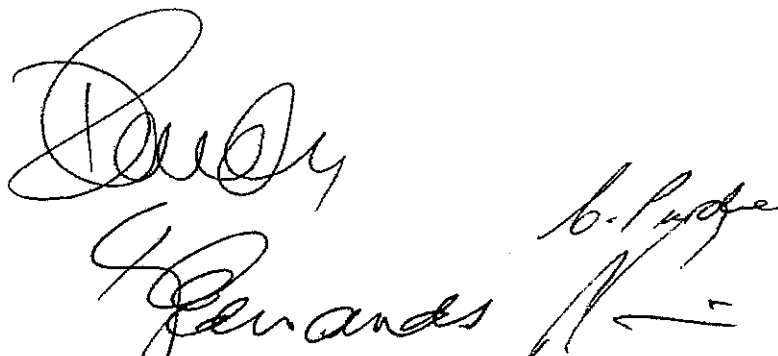
4. **Identity of easement fourthly
referred to in abovementioned plan**

Easement for drainage of water 15 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lot burdened
Lot 7

Lots and Authority benefited
Lot 15 DP880910
Lot 28 DP1007860
Eurobodalla Shire Council



**RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 3 of 6 Sheets)

PART I

DP1026548

Plan of Subdivision of Lot 40 in
Deposited Plan ~~1010108~~ ¹⁰⁸¹⁰⁸ covered by
Council Clerks Certificate No. ~~2883~~
dated ~~18th DECEMBER 2007~~

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

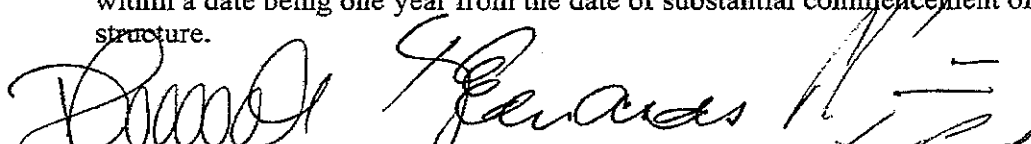
**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

PART II

1. **Terms of Restriction as to User firstly referred to in abovementioned Plan**

- (a) No main building shall be erected or permitted to remain erected on each lot hereby burdened having a minimum overall floor area of less than 150 square metres.
- (b) No lot burdened shall be used or occupied for the purpose of a residence, temporarily or permanently, whether a dwelling, caravan or mobile home, tent or the like, unless it has been completed in every respect in accordance with plans and specifications approved by Eurobodalla Shire Council for the purpose of a residential dwelling.
- (c) No lot burdened shall have constructed upon it any dwelling or building unless in relation to external cladding such is constructed of brick or timber or fibrous cement sheeting or, in the case of any shed, colorbond sheeting, and further in relation to external tiling, roofing, wall cladding and brick work of any such dwelling or any shed, building, animal housing or structure, the same shall be constructed with new materials or otherwise with the approval of Bruce Edwards Nominees Pty. Ltd. or Seven Stars Pty. Limited ("the corporations") or such person as may be authorised by the corporations to provide such consent.
- (d) No structure, whether foundation, frame or partially completed residence, shall be permitted to remain erected upon any lot hereby burdened where completion to a standard deemed fit for occupation by Eurobodalla Shire Council is not obtained within a date being one year from the date of substantial commencement of such structure.



**RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 4 of 6 Sheets)

PART I

DP1026548

Plan of Subdivision of Lot 40 in
Deposited Plan ~~1010108~~¹⁰²⁶⁵⁴⁸ covered by
Council Clerks Certificate No. ~~2583~~²⁵⁸³
dated ~~18th DECEMBER 2005~~

**Full name and address of
proprietor of the land**

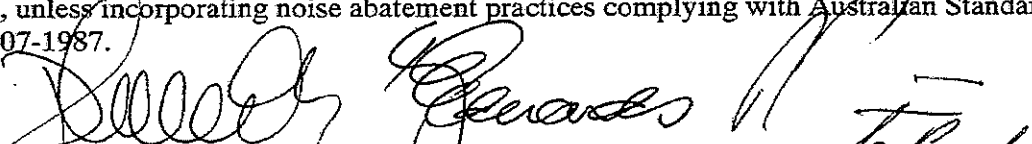
**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

PART II

- (e) No fence shall be erected on any lot burdened to divide it from any adjoining lot owned by the corporations, without the consent of such corporations PROVIDED such consent shall not be withheld if such fence is erected without expense to such corporations and in favour of any person dealing directly with the corporations or the persons for the time being of each lot hereby burdened, such consent shall be deemed to have been given in respect of every fence for the time being erected.
- (f) No building shall be erected or permitted to remain erected upon any lot hereby burdened unless such building incorporates a drainage design incorporating roof and pavement stormwater discharge to absorption trenches or such other design in either case as may be approved by Eurobodalla Shire Council.
2. **Terms of Restriction secondly referred to in abovementioned Plan**
No activity in the nature of building works, paving, roadways, tree removal, gardening, grazing or other such activity as prevents the regeneration of native vegetation shall be carried out upon the lot hereby burdened within an area bounded by a line 15 metres of the boundary with George Bass Drive and for a distance of 73.37 metres from the south-eastern point of the lot, unless written approval for such activity is first obtained from Eurobodalla Shire Council.
3. **Terms of Restriction as to User thirdly referred to in abovementioned Plan**
No dwelling shall be erected or permitted to remain erected on the lot hereby burdened within one hundred metres (100m) of the centre line of the closest lane of George Bass Drive, unless incorporating noise abatement practices complying with Australian Standard AS2107-1987.



**RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 5 of 6 Sheets)

PART I

DP1026548

Plan of Subdivision of Lot 40 in
Deposited Plan ~~1010108~~ ¹⁰¹⁰¹⁰⁸ covered by
Council Clerks Certificate No. ~~2683~~
dated ~~16th~~ ^{16th} December 2000

**Full name and address of
proprietor of the land**

**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.

**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

PART III

**Name of person empowered to release, vary or modify the easements referred to in the
abovementioned plan.**

The proprietors for the time being of the land benefited by the Restriction as to User and
Eurobodalla Shire Council.

DATED this day of 2000

EXECUTED AS A DEED

THE COMMON SEAL of BRUCE
EDWARDS NOMINEES PTY. LTD.)
ACN 008 576 510 was hereunto)
affixed in accordance with its Articles)
of Association in the presence of:)



Dianne Julie Edwards
Secretary

Bruce Claye Edwards
Director

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Length are in metres

(Sheet 6 of 6 Sheets)

PART I

DP1026548

Plan of Subdivision of Lot ⁴⁰ 47 in
Deposited Plan ~~1004838~~ ¹⁰⁸²¹⁰⁹ covered by
Council Clerks Certificate No. 2778 ~~2883~~ ²⁸⁸³
dated ~~20 October 1999~~ ^{19th December}
~~2000~~

**Full name and address of
proprietor of the land**

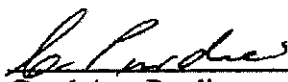
**BRUCE EDWARDS NOMINEES
PTY. LIMITED** ACN 008 576 510 and
SEVEN STARS PTY. LIMITED ACN
061 433 458 C/- Arthur Booth & Co, 52
Osborne Street, Nowra, 2541.


**Full name and address of
Mortgagee of the land**

**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536

THE COMMON SEAL of **SEVEN
STARS PTY. LTD.** ACN 008 576 510)
was hereunto affixed in accordance)
with its Articles of Association in)
the presence of:)




Carol Ann Purdie
Secretary


Phillip Alexander Purdie
Director


**Full name and address of
Mortgagee of the land**

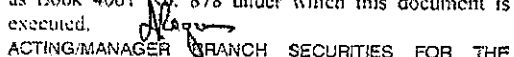
**AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED** ACN
005 357 522 of 22 Orient Street,
Batemans Bay NSW 2536


**SIGNED FOR AND ON BEHALF OF AUSTRALIA & NEW ZEALAND
BANKING GROUP LIMITED:**

Signed and Sealed by the said Bank
at Sydney by its Attorney

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
A.C.N. 005 357 522
by its Attorney

Louisa Roque
who is personally known to me,

Michelle Anne Suominen
20/1 MARKET STREET
SYDNEY
BANK OFFICER

and I, the said Attorney state that I have not received
any notice of the revocation of the Power of Attorney
registered in the Office of the Registrar General Sydney
as Book 4001 No. 878 under which this document is
executed.

ACTING/MANAGER BRANCH SECURITIES FOR THE
TIME BEING OF AUSTRALIA AND NEW ZEALAND BANKING
GROUP LIMITED

REGISTERED  *18.2.4.2001*

Eurobodalla Shire Council

10.7 Planning Certificate



SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 2021

Page 1 of 5

Applicant: Infotrack
ecertificates@infotrack.com.au

Certificate No:	PL1679/25
Receipt No:	D001280885
Date of Issue:	10 April 2025
Reference:	2500718 - 159706679
Land ID:	30191

Property Description: 12 Clearwater Terrace MOSSY POINT NSW 2537
Lot 8 DP 1026548

Section A: Advice provided in accordance with Section 10.7(2).

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

The following LEPs, Zones and Draft Plans apply to the land subject of this Certificate:

Eurobodalla Local Environmental Plan 2012

SEPP's that apply on a Shire wide basis:

State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy No.1 - Development Standards
State Environmental Planning Policy No.32 - Urban Consolidation (Redevelopment of Urban Land)
State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Major Development) 2005
State Environmental Planning Policy (Rural Lands) 2008
Draft State Environmental Planning Policy (Design and Place) 2021

SEPPs that apply specifically to this land:

State Environment Planning Policy (Resilience and Hazards) 2021 Chapter 2 Coastal Management (Part Lot)

State Environmental Planning Policy (Biodiversity and Conservation) 2021 Chapter 2 (Vegetation in Non-Rural Areas) applies to all or part of the land.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

- Housing Code
- Rural Housing Code
- Low Rise Housing Diversity Code
- Greenfield Housing Code
- Inland Code
- Housing Alterations Code
- General Development code
- Commercial and Industrial Alterations code
- Commercial and Industrial (New Buildings and Additions Code)
- Container Recycling Facilities Code
- Subdivisions Code
- Demolition Code
- Fire Safety Code

The above Codes may apply subject to the development meeting the specific standards and land requirements identified in the Codes. Further information about how these Codes apply to the subject land can be found in Section 5 of this Certificate.

The following DCPs apply to the land subject of this Certificate:

Eurobodalla Rural, R5 Large Lot Residential and C4 Environmental Living Zones Development Control Plan

2. Zoning and land use under relevant planning instruments

(a) Zone

(b) Purpose for which development in the zone -

- (i) may be carried out without development consent, and
- (ii) may not be carried out except with development consent, and
- (iii) is prohibited,

Eurobodalla Local Environmental Plan 2012 - R5 Large Lot Residential

Current version for 18 August 2023

1 Objectives of zone

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To provide opportunities for small scale rural activities where compatible with the existing residential accommodation.

2 Permitted without consent

Bee keeping; Environmental protection works; Extensive agriculture; Home occupations

3 Permitted with consent

Aquaculture; Building identification signs; Business identification signs; Cellar door premises; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Eco-tourist facilities; Environmental facilities; Farm buildings; Home-based child care; Home businesses; Home industries; Horticulture; Jetties; Oyster aquaculture; Places of public worship; Plant nurseries; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Roadside stalls; Secondary dwellings; Sewerage systems; Tank-based aquaculture; Tourist and visitor accommodation; Viticulture; Water supply systems

4 Prohibited

Hotel or motel accommodation; Serviced apartments; Any other development not specified in item 2 or 3

(c) Whether any additional permitted uses apply to the land

No additional permitted uses identified.

(d) Minimum Land Dimensions

There is no development standard applying to the land to fix minimum land dimensions for the erection of a dwelling house.

(e) Outstanding Biodiversity value

Council has received no advice that the land includes or comprises critical habitat.

(f) Conservation Area

The land is not within a Conservation Area.

(g) Heritage Listing

An item of environmental heritage is not situated on the land

3. Contribution Plans

The following Contribution plans apply to the land:

(For further information please make separate enquires with Council)

- 1) Development Servicing Plans 2020 – Water Supply and Sewerage
- 2) Eurobodalla Section 7.12 Contributions Plan 2022
- 3) Planning Agreements Policy 2006
- 4) Local Infrastructure Contributions Plan 2022

4. and 5. Complying Development and Exempt Development

Complying Development may be carried out on the land (or part of the land) under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. Affected building notices and building product rectification orders

Council is not aware of any affected building notices or building product rectification orders known in respect of this land.

7. Land Reserved for Acquisition

There is no provision within the Eurobodalla Local Environmental Plans for the acquisition of the land by a public authority.

8. Road Widening and Road Realignment

The land is not affected by a road widening or realignment under Division 2 of Part 3 of the Roads Act 1993, or any Environmental Planning Instrument or by any Resolution of the Council.

9. Flood Related Development Controls Information

Council considers that the land subject of this certificate is between the 1:100 year flood planning level and the Probable Maximum Flood. Flood related development controls apply to this land as per Clause 5.22 of the Eurobodalla Local Environmental Plan 2012.

10. Council and Other Public Authority Policies on Hazard Risk Restrictions

Council has no adopted policy and has received no advice from any other public authority of any policy which imposes any hazard risk restrictions on the development of the land, because of the likelihood of acid sulfate soils or any other risk (other than flooding/tidal inundation or bushfire).

Council has received no advice that the land is subject to any matter under the Contaminated Land Management Act 1997.

11. Bushfire Prone Land

The land is not bushfire prone land.

12. Loose-Fill Asbestos Insulation

Council has received no advice that the land is identified on the Loose-Fill Asbestos Insulation Register.

13. Mine Subsidence

The land has not been proclaimed a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

14. Paper subdivision information

Council has received no advice that a Paper Subdivision Development Plan or Subdivision Order applies to this land.

15. Property Vegetation Plans

Council has received no advice that a Property Vegetation Plan under the Native Vegetation Act 2003 applies to the land.

16. Biodiversity Stewardship Sites

Council has received no advice that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995.

17. Biodiversity Certified Land

Council has received no advice that the land is Biodiversity Certified land under Part 8 of the Biodiversity Conservation Act 2016. Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995.

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

Council has received no advice that the land is subject to an order.

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

No annual charges for coastal protection services that relate to the land apply.

20. Western Sydney Aerotropolis

Not applicable to the land subject of this Certificate.

21. Development consent conditions for seniors housing

Council has received no advice that a Development Consent has been issued under the State Environmental Planning Policy (Housing) 2021. Applicants should make their own enquiries as to the conditions of any existing Development Consents applying to this land.

22. Site compatibility certificates and conditions for affordable rental housing

Council has received no advice that a site compatibility certificate OR conditions for affordable rental housing have been imposed to a Development Application in respect of the land under clause 17(1) or 38(1) of State Environment Planning Policy (Affordable Rental Housing) 2009

Section B: Additional information provided under Section 10.7(5) of the Act.

This land upon development or subdivision, which requires the consent of Council, may become liable for contributions under the Development Servicing Plans for Water and/or Sewerage.

This land upon development or subdivision which requires consent, may become liable for contributions under the Eurobodalla Section 7.12 Contributions Plan 2022 and the Local Infrastructure Contributions Plan 2022 (Open space and recreation, community and cultural, arterial roads, paths and cycleways, stormwater, marine, car parking, rural roads and the administration of funds collected under the plan).

Council has received no advice that a Conservation Agreement under Division 3 of Part 5 of the Biodiversity Conservation Act 2016 applies to the land. This includes agreements entered into under section 68B of the National Parks and Wildlife Act 1974.

This land is not identified on the vegetation and biodiversity corridors map in the Local Strategic Planning Statement.

Council has received no advice that the land contains a set aside area under section 60ZC of the Local Land Services Act 2013.

Loose-Fill Asbestos - Advisory Note

Some residential homes located in the Eurobodalla Shire Council have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Contact NSW Fair Trading for further information 137 788.

Description of any development consent concerning the land granted since 2000. Please note: not all historic records are available electronically and may not be displayed below. Conditions may apply to the consent or it may have lapsed. Purchasers should enquire further if they need to establish the status of approvals for this land.

DA1156/02	USE OF EXISTING SHED AS TEMPORARY DWELLING	Approved	09/07/2002
DA437/02	DWELLING, BOATSHED/GARAGE	Approved	08/01/2002
DA455/13	USE OF EXISTING UNAPPROVED CABANA/ ELEVATED SHED AND AWNING	Approved	19/06/2013
DAM437/02	MODIFICATION OF BOATSHED/GARAGE	Approved	01/10/2002

Please Note:

This Council has made no inspection of the property for the purpose of this certificate. Purchasers should satisfy themselves that there are no breaches of the Environmental Planning and Assessment Act 2021 in respect to the use or development of the property.

ADDITIONAL POLICIES AND OR CODES THAT MAY APPLY TO THE LAND

Eurobodalla Advertisement and Notification Code
Eurobodalla Footpath Trading Code
Eurobodalla Landscaping Code
Eurobodalla Parking and Access Code
Eurobodalla Safer by Design Code
Eurobodalla Signage Code
Eurobodalla Site Waste Minimisation and Management Code
Eurobodalla Soil and Water Management Code
Eurobodalla Tree Preservation Code
Design guidelines for rainwater tanks where an existing reticulated water supply exists
Moruya Floodplain Code
Interim Coastal Hazard Adaptation Code

Further information on these policies & strategies visit Council's website www.esc.nsw.gov.au or phone 4474 1000.

The National Parks and Wildlife Act 1974 provides protection to Aboriginal heritage objects and places on all land within New South Wales. Certain land within the Eurobodalla Shire may contain Aboriginal heritage that may have significance to the Aboriginal community. It may be advisable for potential purchasers of land to undertake appropriate searches to determine whether Aboriginal heritage objects or places have been previously recorded on that land.

Heritage NSW maintains a database of all previously recorded Aboriginal heritage objects and places called the Aboriginal Heritage Information Management System (AHIMS). You can check whether there are any previously recorded Aboriginal heritage object and places by contacting the AHIMS Registrar at Heritage NSW on (02) 98738500 or by email heritagemailbox@environment.nsw.gov.au.

If you require further information on this certificate please contact Council's Duty Development Team on 4474 1231

Disclaimer: Information supplied to support this documentation may have been derived from various third parties which is neither endorsed, supported or checked for accuracy or completeness by Eurobodalla Shire Council. The applicant should verify any reliance on information supplied by third parties. Eurobodalla Shire Council accepts no responsibility for any loss, damage, cost or expense incurred or arising by reason of any person using or relying on the third party information



Our Reference: 921949

Your Reference: 2500718 - 159706680

17 April 2025

Infotrack
DX 578
SYDNEY

ecertificates@infotrack.com.au

Dear Sir/Madam

Internal Drainage Diagram

Lot 8 DP 1026548; 12 Clearwater Terrace MOSSY POINT NSW 2537

I refer to your request on 9 April 2025, for a copy of the internal drainage diagram for the above property.

Please find enclosed a copy of the internal drainage diagram.

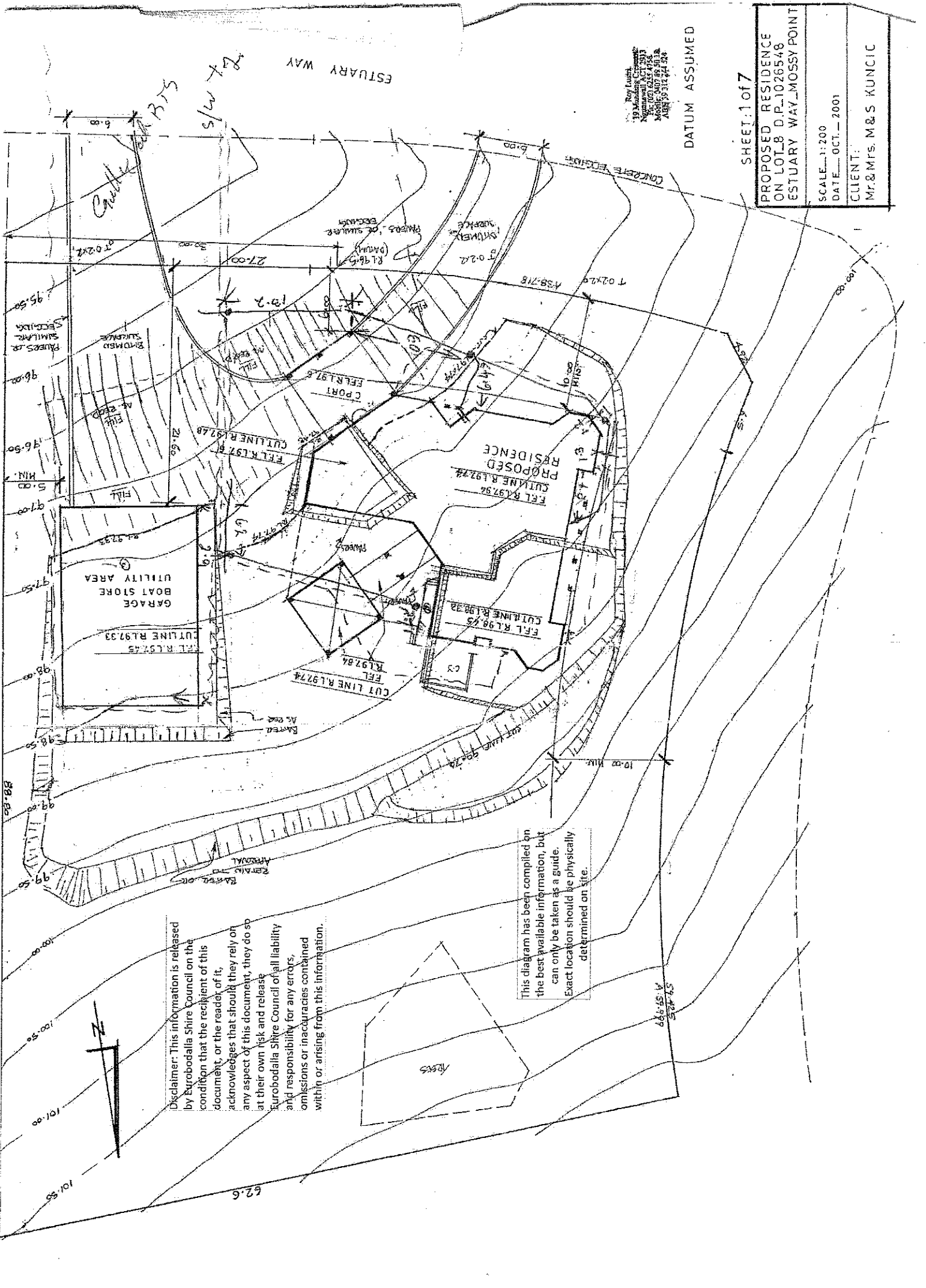
If you require further information, please contact Development Admin on 02 4474 7444.

Yours sincerely

Development Admin

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89 Vulcan Street, Moruya
PO Box 99 Moruya NSW 2537
t 02 4474 1000 | f 02 4474 1234
council@esc.nsw.gov.au | www.esc.nsw.gov.au



Ray Louch
 19 Manning Crescent
 Maitland NSW 2325
 Ph: (06) 495 8018
 Fax: (06) 495 244 244

DATUM ASSUMED

SHEET: 1 of 7

PROPOSED RESIDENCE ON LOT 8 D.P. 1026548 ESTUARY WAY MOSSY POINT
SCALE: 1:200
DATE: OCT. 2001
CLIENT: Mr. & Mrs. M & S KUNCIC

Disclaimer: This information is released by Eurobodalla Shire Council on the condition that the recipient of this document, or the reader of it, acknowledges that should they rely on any aspect of this document, they do so at their own risk and release Eurobodalla Shire Council of all liability and responsibility for any errors, omissions or inaccuracies contained within or arising from this information.

This diagram has been compiled on the best available information, but can only be taken as a guide. Exact location should be physically determined on site.



Crutch
 3/15
 s/w 2/2

ESTUARY WAY

PROPOSED RESIDENCE
 CUTLINE R.19774

GARAGE
 BOAT STORE
 UTILITY AREA
 CUTLINE R.19733

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PLACES OF SURFACE
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ESTUARY WAY

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PROPOSED RESIDENCE
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Our Reference: XD0927/25

Your Reference: 2500718 - 159706681

17 April 2025

Infotrack
DX 578
SYDNEY
ecertificates@infotrack.com.au

Dear customer

Sewer Mains Diagram – Lot 8 DP 1026548 - 12 Clearwater Terrace, MOSSY POINT

Please find attached, a diagram showing the approximate position of Council's sewer main in relation to the above property.

The diagram has been compiled on the best available information and must be taken as a guide only. The exact location can only be determined by excavation on site.

If you have also requested an *Internal Service Drainage Diagram*, please note that it will be issued separately and further information can be obtained by phoning 4474 7444.

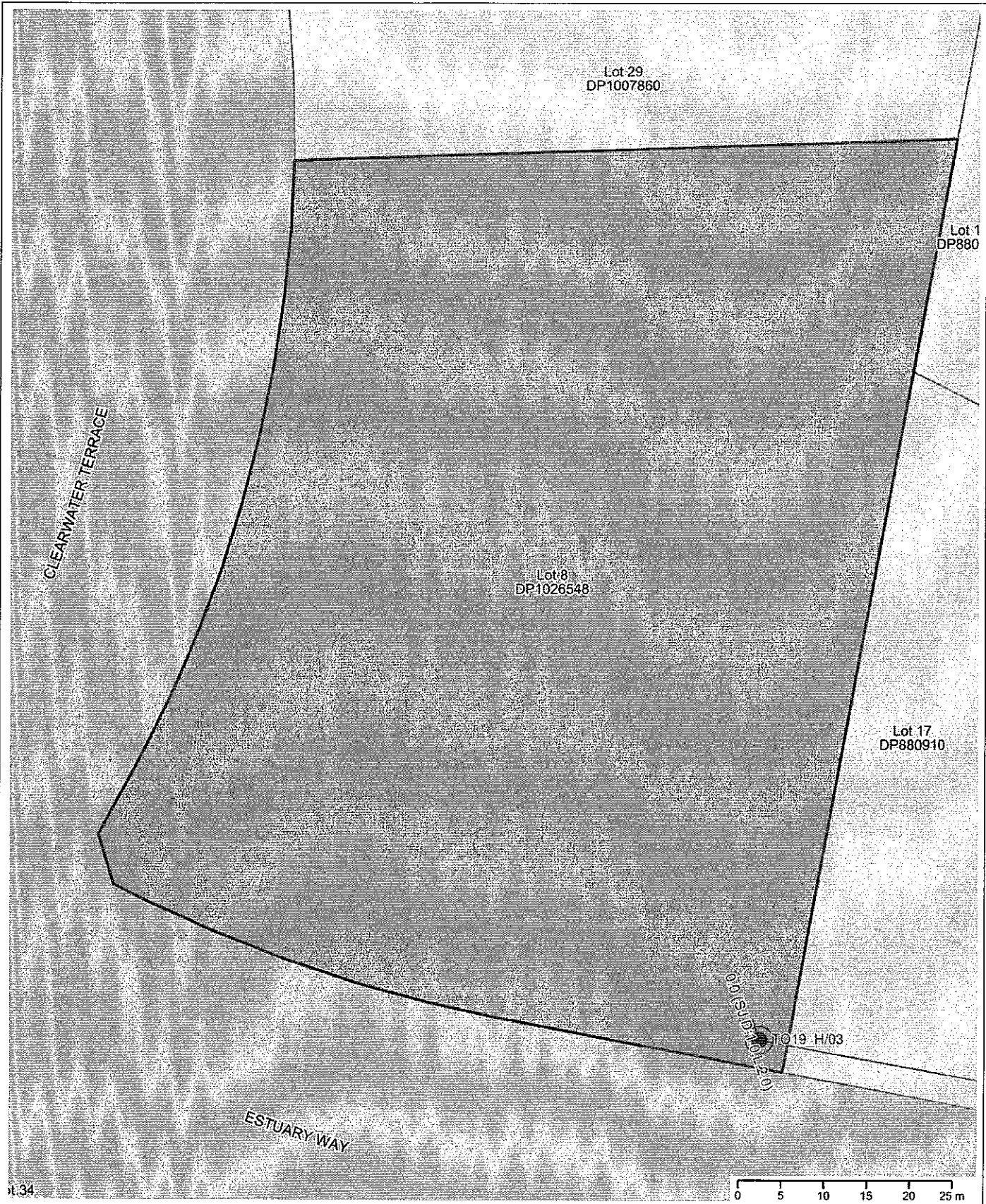
If I can help you with any further information, please phone me on 4474 7366.

Yours sincerely

Lexus Croser
Infrastructure Support Officer

Encl

Disclaimer: This information is released by Eurobodalla Shire Council on the condition that the recipient of this document, or the reader of it, acknowledges that should they rely on any aspect of this document, they do so at their own risk and release Eurobodalla Shire Council of all liability and responsibility for any errors, omissions or inaccuracies contained within or arising from this information.



1:34

0 5 10 15 20 25 m



**Sewer Mains Diagram – Lot 8 DP
1026548 - 12 Clearwater Terrace,
MOSSY POINT**

Printed By Lexus Croser
On 17/04/2025

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Scale 1:600 at A4

