

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Lorimer Estate Agents 689 Federal Drive, Federal NSW 2480 Email: duncan@lorimerestateagents.com.au	Phone: 0400 844 412 Ref: Duncan Lorimer
co-agent		
vendor	Kaii Mia Fallander 61 Pacific Street, Angourie NSW 2464	
vendor's solicitor	Edmonds Conveyancing Shop 6, 35 Fawcett Street, Ballina NSW 2478 PO Box 1425, Ballina NSW 2478 Email: admin@edmondsco.com.au	Phone: 02 6681 4222 Ref: BR:RA:26/0027
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	6/6 Namitjira Place, Ballina NSW 2478 Lot 6 in Strata Plan 14961 Folio Identifier 6/SP14961	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgement Network (ELN) (clause 4):
Manual transaction (clause 30)

PEXA
 NO yes

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

Strata North

PO Box 889, Ballina NSW 2478

Email: admin@stratanorth.com.au

Tel: 02 6681 4944

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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th 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 *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

UNIT 6, 6 NAMITJIRA PL BALLINA NSW 2478

SPECIAL CONDITIONS
FALLANDER SALE
PROPERTY: 6/6 NAMITJIRA PLACE, BALLINA

1. COMPLETION

- (a) Settlement is to take place on or before the due date for completion. Should settlement not take place within the specified period, then the party not delaying settlement may give to the other party a Notice to Complete specifying the period of fourteen (14) days to complete, time being of the essence (**Notice**). The party that issues the Notice shall be entitled to recover the fee of \$550.00 (plus GST) from the other party to cover the cost of issuing the Notice.
- (b) If the time for completion is, or becomes essential, and completion fails to proceed due to a PEXA system failure, then neither party will be in default. The parties agree to make every attempt to settle electronically at a later time on the day noted for completion. However, if the PEXA system failure is not repaired by 4:30pm on the date noted for completion, then the essential time for completion shall be the first PEXA space available the following day after 2.00pm.
- (c) The Purchaser's solicitor/conveyancer must prepare and provide via email to the Vendor's conveyancer proposed settlement figures containing adjustments together with supporting searches at least five (5) business days before the due date for settlement. If the Purchaser's solicitor/conveyancer does not provide figures within such timeframe, then the Purchaser must pay the Vendor the sum of \$220.00 (inclusive of GST) for the Vendor's additional legal fees.

2. INTEREST

Without prejudice to any other right or remedy of the Vendor against the Purchaser or any other person, if through no fault of the Vendor the Purchaser does not complete on or before the completion date, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money, an amount being interest calculated on the balance of the purchase price payable hereunder at the rate of ten percent (10%) per annum in respect of the period commencing on the day following the completion date and ending on completion. The purchaser shall not be entitled to require the Vendor to complete this Contract unless such interest is paid to the Vendor on completion and it is an essential term of this Contract that such interest is so paid.

3. PROMISES, REPRESENTATIONS, WARRANTIES, etc.

- (a) Notwithstanding the provisions of any other Clause or Special Condition of this Agreement, the parties agree that this Agreement constitutes the whole of any promises, representations, warranties or undertakings and also the whole of the conditions of sale.
- (b) The parties further agree that no promise, representation, warranty, undertaking or condition shall be deemed to be implied in this Agreement or to arise between the parties by way of collateral or other agreement or by reason of any promise, representation, warranty or undertaking given or made by any party to the other on or prior to the making of this Agreement. The existence of any such implication or collateral or other agreement is hereby expressly negated.
- (c) The Vendor gives no warranty as to the state of repair, condition or fitness for purpose of any inclusions listed on the front page of this Contract and the Purchaser will take title to all such listed items subject to all and any defects which exist on completion. In particular, the Vendor does not warrant that any such listed item will be in good working order on completion.

4. COMPLIANCE ETC.

The Purchaser acknowledges that:

- (a) they were not induced to enter into this Contract by any statement made or given by or on behalf of the Vendor;
 - (b) they have relied entirely upon their own enquiries and inspection of the property in entering into this Contract; and
 - (c) the property is purchased in its present state and condition,
- AND the Purchaser agrees that he will not make any objection, requisition or claim for compensation in relation to any of the foregoing matters.

5. LIQUIDATION & PARTY INCAPACITY

- (a) If a party to this Contract is an individual who before completion:

- (i) dies; or
- (ii) becomes mentally incapacitated.

then either party may rescind this Contract by serving notice on the other party and the provisions of Clause 19 shall apply.

- (b) Where the Purchaser is an individual who before completion is declared bankrupt, then the Purchaser shall be deemed to be in default under this Contract and the Vendor shall be entitled to terminate.

- (c) Where the Purchaser is a corporation and before completion:

- (i) enters into a scheme of arrangement with its creditors; or
- (ii) has a summons or application presented or an order made for its winding up; or
- (iii) has an administrator, official manager, liquidator or receiver appointed over the whole or part of its assets,

then that party shall be deemed to be in default under this Contract and the Vendor shall be entitled to terminate.

6. CAVEAT / DISCHARGE OF MORTGAGE

If at the time of completion of this Contract:

- (a) there is noted on any Certificate of Title for the property or any part thereof any mortgage or caveat (other than a caveat of the type referred to in paragraph (b)), the Purchaser will accept a discharge or withdrawal thereof provided that such discharge of mortgage or withdrawal of caveat is lodged via the PEXA settlement workspace simultaneously with the settlement of this Contract and an adjustment of registration fees in their favour by the Vendor; and
- (b) there is noted on the Certificate of Title a caveat lodged by or on behalf of the Purchaser or any assignee of their interest hereunder or by any person claiming through or under the Purchaser, the Purchaser shall be obliged to complete this Contract notwithstanding the existence of any such caveat.

7. AGENT

The Purchaser warrants to the Vendor that they were not introduced to the property directly or indirectly through the services of any agent other than the said Vendor's Agent, and hereby agrees to indemnify the Vendor against any claim by an estate agent or agency due to the Purchaser's breach of this warranty to the intent that all damages costs and expenses on a solicitor and client basis which may be incurred by the Vendor in respect of any such claim shall be paid by the Purchaser to the Vendor. This clause shall not merge on completion.

8. CLAIMS BY PURCHASER

Clause 7.1.1 is amended by deleting the words contained therein and inserting the following:

'7.1.1 the total amount claimed exceeds \$500.00'

Notwithstanding the provisions of Clauses 6 and 7, the parties expressly agree that any claim for compensation and/or any objection by the Purchaser shall be deemed to be a requisition for the purposes of Clause 8 entitling the Vendor to rescind the Contract.

9. RELEASE OF DEPOSIT

If the Vendor is proposing to purchase another property and requires the deposit paid under this Contract to be released, the Purchaser hereby authorises such release subject to the following conditions:

- (a) the deposit must be placed in the trust account of the Agent or Vendor's solicitor/conveyancer in such subsequent purchase; and
- (b) the deposit must not be released to the Vendor in such subsequent purchase; and
- (c) the contract in relation to such subsequent purchase must contain a special condition making completion of that contract conditional upon completion of this Contract.

10. REQUISITIONS ON TITLE

For the purposes of clause 5, the Purchaser acknowledges and agrees that the only requisitions that the Purchaser may raise are the standard requisitions on title attached.

11. SEWER DIAGRAM

- (a) The Vendor discloses and the Purchaser acknowledges that attached are copies of all documents received from the sewer authority on the Vendor's application for a sewer diagram (**Sewer Document(s)**) and that the Vendor is unable to state with any certainty that the Sewer Document(s) comprise either of the documents described under box 8 or 9 under the List of Documents on page 2 of this Contract.
- (b) The Purchaser shall raise no objection, requisition or claim for compensation, nor delay completion or have a right of rescission or termination in the event that the Sewer Document(s) are not as described in the List of Documents nor that the diagrams as described under boxes 8 or 9 are not available from the sewer authority.

12. ADJUSTMENT OF OUTGOINGS

Where an apportionment of outgoings required to be made on completion in accordance with this Contract is miscalculated or overlooked, then the parties agree to immediately remedy this miscalculation and/or overlooked payment by providing the required funds to the other party and/or relevant authority in correction of the error. This clause shall not merge on completion.

13. EXCHANGE AND EXECUTION

- (a) This Contract may be executed in any number of counterparts and all the counterparts taken together constitute one and the same instrument.
- (b) This Contract may be validly created and exchanged by counterparts with each party's signature sent electronically to each other party by email.
- (c) The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.

- (d) The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchaser may not object to or delay settlement because of anything contained in this clause.
- (e) The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) in relation to the execution of this Contract.
- (f) Where exchange has taken place by exchange of electronic counterpart copies of this Contract, then the solicitor/conveyancer for each party agrees the original of such counterpart signed by their client is not required to be provided to the other.

14. DEPOSIT AVAILABLE ON SETTLEMENT

- (a) The Parties agree that the deposit may be available as source funds within PEXA on completion.
- (b) If the deposit is held by the Vendor's conveyancer/solicitor:
 - (i) the Purchaser expressly authorises the Vendor and the Vendor's conveyancer/solicitor, once an appointment for completion has been made, to withdraw the deposit from their trust account and upload the deposit to the *Electronic Workspace* for completion so that the deposit is available to the Vendor as part of the electronic completion;
 - (ii) if completion is delayed for any reason, the Vendor's conveyancer/solicitor may leave the funds within the *Electronic Workspace* pending the actual completion/rescission/termination of this Contract;
 - (iii) if completion does not take place within the *Electronic Workspace*, the Purchaser acknowledges that the deposit will be returned to the Vendor's conveyancer/solicitor's trust account;
 - (iv) the Purchaser is still to provide an order on solicitor/agent on completion, but this may be provided by uploading same to the *Electronic Workspace* and sharing with the Vendor, in accordance with clause 16.6; and
 - (v) if the Purchaser fails to comply with clause 16.6, the Vendor is still entitled to rely upon clauses 16.7 and subclause (b)(i) above.
- (c) If the deposit is held by the Vendor's Agent, the Purchaser will act reasonably in relation to any request received from the Vendor's conveyancer/solicitor in relation to the deposit and making it available for completion and respond to any such request within one (1) business day of receiving such a request from the Vendor's conveyancer/solicitor.

15. VACANT POSSESSION

This Contract is subject to, and completion shall be dependent upon, the Vendor being able, without recourse to litigation, to obtain vacant possession of the property within 14 days after the due date for completion of this Contract. The Vendor undertakes to do all things reasonably necessary to obtain such vacant possession within that period. Should vacant possession not have been obtained within 14 days after the due date for completion, then either party may rescind this Contract by notice in writing to the other and the provisions of clause 19 shall apply PROVIDED HOWEVER that at any time prior to the due date for completion the Purchaser may elect by written notice to the Vendor to waive his requirement of vacant possession and to accept the property subject to the then existing tenancy or tenancies.

REQUISITIONS ON TITLE

VENDOR: Kaii Mia Fallander

PROPERTY: 6/6 Namitjira Place, Ballina NSW 2478

All Properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the relevant responsible authorities and comply with their requirements?
4. Is the Vendor aware of anything that affects the use of the property that is not immediately apparent to the Purchaser on normal inspection?
5. Is there any advice, proposals, enquiries, notices, claims or disputes that might affect the property?
6. Is the vendor aware of any rights, licences, easements, covenants, or restrictions as to use other than those disclosed in the Contract?

If Strata/Community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owner's corporation, the community, and precinct or neighbourhood associations?



FOLIO: 6/SP14961

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/1/2026	10:24 AM	5	4/5/2022

LAND

LOT 6 IN STRATA PLAN 14961
AT BALLINA
LOCAL GOVERNMENT AREA BALLINA

FIRST SCHEDULE

KAI MIA FALLANDER (T AS98853)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP14961
- 2 AS98854 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP14961

SEARCH DATE	TIME	EDITION NO	DATE
20/1/2026	10:24 AM	2	7/2/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 14961
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BALLINA
LOCAL GOVERNMENT AREA BALLINA
PARISH OF BALLINA COUNTY OF ROUS
TITLE DIAGRAM SHEET 1 SP14961

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 14961
ADDRESS FOR SERVICE OF DOCUMENTS:
PO BOX 889
BALLINA
NSW 2478

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP240875 RESTRICTION(S) ON THE USE OF LAND (SEE M313512)
- 3 DP240875 EASEMENT TO DRAIN WATER AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 AP941325 INITIAL PERIOD EXPIRED
- 5 AP941325 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 300)

STRATA PLAN 14961

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 50	2	- 50	3	- 50	4	- 50
5	- 50	6	- 50				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

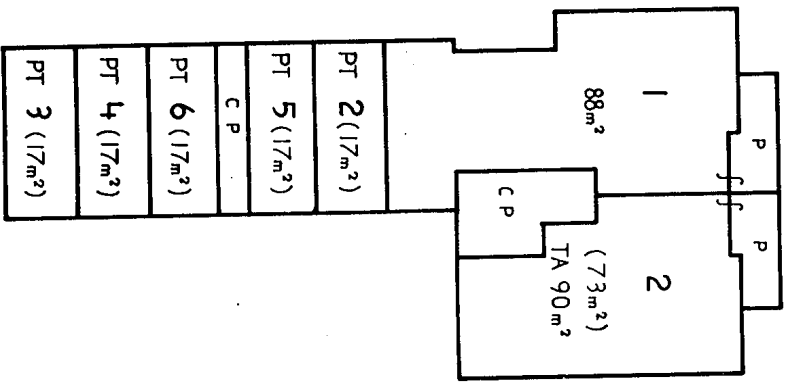
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 14961

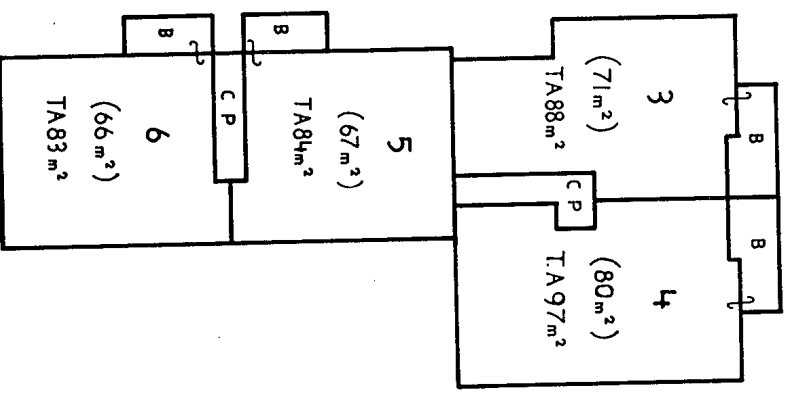
LOT	UNIT ENTITLEMENT
1	50
2	50
3	50
4	50
5	50
6	50
TOTAL	300

CP — COMMON PROPERTY
 P — PATIOS ARE COVERED
 B — BALCONIES ARE COVERED

GROUND FLOOR



FIRST FLOOR



Reduction Ratio 1:200

Lengths are in metres

Al Salazar
 Registered Surveyor

G.L. PEARSE
 Council Clerk

SURVEYOR'S REFERENCE: 79/153



2.5.1
 2.5.11001

2.5.1
 2.5.11001

OFFICE USE ONLY

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



AP941325T

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

(A) **TORRENS TITLE**

For the common property CP/SP 14961
--

(B) **LODGED BY**

Document Collection Box 30P	Name, Address or DX, Telephone, and Customer Account Number if any KANES 123818G	CODE CH
Reference: SN-14961		

(C) The Owners-Strata Plan No. 14961 certify that a special resolution was passed on 29/1/2020

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

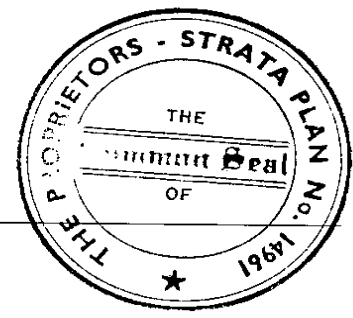
(E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. SPECIAL BYLAW 1
 Amended by-law No. NOT APPLICABLE
 as fully set out below:
 SEE ANNEXURE 'A'

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 'A'.

(G) The seal of The Owners-Strata Plan No. 14961 was affixed on 2/3/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]
 Name: CALLAM TURNER
 Authority: STRATA MANAGER

Signature: _____
 Name: _____
 Authority: _____



**CT SIGHTED
CANC. & RET.**

'Annexure A'

Consolidated Bylaws SP 14961

1 Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note : This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015* .

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 106 of the *Strata Schemes Management Act 2015* , the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

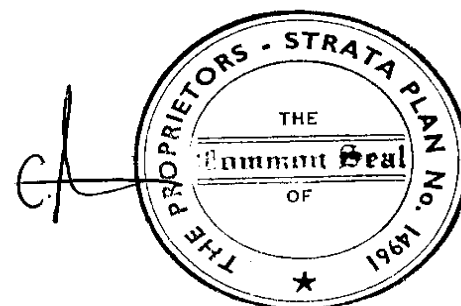
An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.



9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

14 Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

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

15 Garbage disposal

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

(e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove anything which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of animals

(1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17 Appearance of lot

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

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10

18 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

19 Change in use of lot to be notified

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

SPECIAL BYLAW 1 – WET AREAS AND INTERNAL FLOORING BYLAW.

(i) Transfer of responsibility

The Owners Corporation hereby transfers responsibility for all repairs, maintenance and replacement of bathrooms, laundries and toilets (including but not limited to floor tiles, wall tiles, and waterproofing) and internal timber and/or tile floors ("the areas") to the respective Lot owner(s) PROVIDED HOWEVER that should a structural engineer provide a report stating that a structural defect not related to the areas has caused damage to any of the areas, the Owners Corporation is responsible for the repair (including replacement, where necessary) of the areas.

(ii) Renovations

Any owner of a Lot shall have a right of exclusive use and enjoyment and shall be entitled to renovate the areas within their Lot (referred to as 'the works') pursuant to Section 143 of the *Strata Schemes Management Act 2015* ("the Act") on the following provisos: -

(a) Existing works

(i) At the time this By-Law was created some of the owners have already completed works to their respective Lots. The owner(s) of those Lots are not required to comply with clauses (c), (d) & (e) below. Those works are deemed to be approved as long as they comply with the remaining clauses of this By-Law.

(ii) Those Lots where the works have not yet been undertaken must comply with all clauses of this By-Law.

(b) Cost of renovation and maintenance

The renovation, including the cost of obtaining approval and consents, and maintenance of any of the works are to be at the expense of the owner(s) of that Lot and shall at all times remain the property of the owner(s) of that Lot.

(c) Strata Committee approval

(i) Any reference to the "Strata Committee" in this By-Law is to be replaced with "Owners Corporation" if no Strata Committee exists.

(ii) Prior to commencement of works the owner(s) of the Lot shall obtain approval from the Strata Committee, or Owners Corporation if no Strata Committee exists, to the works.

(iii) The owner(s) shall provide the Strata Committee with plans and details of the proposed works to enable them to make their decision.

(iv) In making their decision, the Strata Committee shall take the following matters into consideration: -

- ☐ the size, bulk and suitability of the works;
- ☐ the impact on visual amenity;
- ☐ the location of all wiring and plumbing; and
- ☐ whether the owner(s) of the Lot has given their written consent to the making of this By-Law.

(v) The Strata Committee shall not unreasonably withhold such approval.

(d) Conditions of works

The works will: -

(i) be undertaken by a skilled and appropriately licensed tradesperson(s) with experience in this type of installation;

(ii) be done in accordance with the instructions of the manufacturer;

(iii) comply with any applicable Australian standards;

(iv) be in accordance with all relevant laws and regulations and all relevant consents from the appropriate authorities must be obtained before the commencement of the works; and

(v) comply with the relevant regulatory By-Laws of the Act (as amended).

(e) Completion of works

After the works are completed, the owner(s) must, without unreasonable delay: -

(i) notify the Strata Committee that the works have been completed;

(ii) notify the Strata Committee that all damage, if any, to the Lot and common property caused during or by the carrying out of the works and not permitted by this By-Law have been rectified;

(iii) provide the Strata Committee with a copy of the waterproofing certificate for the work;

(iv) provide the Strata Committee with a copy of any certificate or certification required by an authority approving the works; and

(v) provide the Strata Committee (or its nominated representative) with reasonable access to inspect the lot to assess compliance with this By-Law, if requested by the Strata Committee.

(f) Compliance with SEPP and DCP

The works will comply with State Environmental Planning (Exempt and Complying Development Codes) 2008 the Local Council's Development Control Plan (Exempt and Complying Development), where applicable.

(g) Damage

The owner(s) of the Lot will be liable for any damage caused to any part of the common property as a result of the installation, alteration, use, maintenance, repair or removal of the works and that the said damage will be made good immediately after it occurred.

(h) Maintenance

The current and future owner(s) of the Lot must accept the responsibility of the Owners Corporation for the maintenance and repair of the works, as well as the area(s) of common property for which rights of exclusive usage have been granted in accordance with Section 144(1)(b) of the Act, and that these items are kept in good serviceable repair which is to the satisfaction of the Owners Corporation.

(i) Common property maintenance

Should the Owners Corporation need to undertake repairs or maintenance to that part of the common property adjoining where the works are located and which are not the responsibility of the Lot owner(s) under clause (h), the owner(s) of the respective Lots will be responsible for all costs associated with the removal and reinstatement of the works to enable those repairs and maintenance to be completed (if required).

(j) Failure to comply

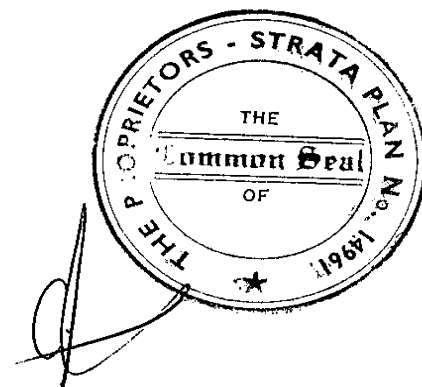
Should the owner(s) fail to fulfil their obligations under this By-Law or under Section 144(1)(b) of the Act the Owners Corporation may: -

- (i) carry out all works necessary to perform that obligation;
- (ii) enter upon any part of the lot to carry out the works; and
- (iii) recover the cost of carrying out the works from the owner(s) including any costs and/or legal costs that may be incurred to effect such works or recovery of costs so incurred.

(k) Indemnity

The owner(s) of the lot shall indemnify and keep indemnified the Owners' Corporation against: -

- (i) any sum payable by the Owners Corporation by way of increased insurance premium as a direct or indirect result of the works;
- (ii) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners' Corporation and arising directly or indirectly from the use of the works or a breach of this By-Law.



Film

Approved Form 10

Certificate re Initial Period

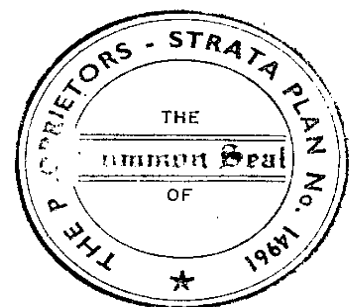
The owner's corporation certifies that in respect of the strata scheme:

- * that the initial period has expired.
- * ~~the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The common seal of the Owners - Strata Plan No 14961 was hereunto affixed on 3rd of February 2020 in the presence of Callam Turner being the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Callam Turner Authority: Strata Manager

Signature: Name: Authority:



M313512

Handwritten: P no 1
 15.5.77

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

1919

(Sheet 1 of 2 Sheets)

PART 1.

DEPOSITED PLAN NO. **DP240875**

Subdivision covered by Council Clerk's
 Certificate No. 16 of 1970.

Full name and address of
 PROPRIETOR of the LAND:
 MICHAEL JOSEPH MOY of Robinson Avenue,
 Junction Liverpool Junction and
 JOHN SPENCE BLACKBURN of Sherwood Drive,
 Kilmorey, Chartered Accountant

1. Identifiy of Easement or
 Restriction firstly referred
 to in above mentioned Plan:
 Easement to drain water 4 feet wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Beneficial
 Lots 1 to 5 inclusive
 The Council of the Municipality of
 Dalhousie

2. Identifiy of Easement or
 Restriction secondly referred
 to in above mentioned Plan:
 Restrictions as to User

SCHEDULE OF LOTS ETC. AFFECTED

Lots Beneficial
 Lots 1 to 8 inclusive and
 Lots 12 to 20 inclusive
 Lots 9 to 11 inclusive

PART 2.

2. Terms of restrictions as to User secondly referred to in above mentioned
 Plan:
 (a) No fence erected on the subject land shall be of a Greater
 Height than three feet

(b) No dividing fence shall be erected on any of the subject land
 to divide it from the adjoining lot owned by the registered
 proprietors without their consent but such consent shall be
 withheld if such fence shall be erected to the owner for
 them and in favour of any person claiming title to the land
 the time being or such lot such fence shall be deemed to have
 been given in respect of such adjoining land by them this
 restriction shall become absolutely void.

(c) No building shall be erected on the subject land consisting to
 a substantial extent or degree of materials from any previously
 erected building or structure.

This is Sheet 1 of a 2 Sheet Instrument : *Alkie*

B

AMENDMENTS AND/OR ADDITIONS MADE ON
 PLAN IN THE LAND TITLES OFFICE.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----

3

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

1919

(Sheet 2 of 2 Sheets)

DEPOSITED PLAN NO. : **DP240875**

Subdivision covered by Council Clerk's
 Certificate No. 16 of 1970.

(4) No building erected on the subject land shall have a roof
 of corrugated iron, metal sheeting or asbestos cement with
 a greater pitch than three and one half degrees without
 the written consent of the registered proprietors.

(5) No fence shall be erected on any part of the subject land
 to divide it from the adjoining lot owned by the registered
 proprietors without their consent but such consent shall be
 withheld if such fence shall be erected to the owner for
 them and in favour of any person claiming title to the land
 the time being or such lot such fence shall be deemed to have
 been given in respect of such adjoining land by them this
 restriction shall become absolutely void.

(6) No building shall be erected with a front alignment closer
 than twenty feet to the road fifty feet wide shown on
 the said plan without the consent of the registered proprietors.
 (7) No walls of any building erected on the subject land shall be
 of material other than stone or brick or a combination thereof
 without the consent of the registered proprietors.

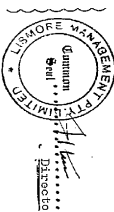
Name of person authorized to release, vary or modify restrictions secondly
 referred to in above mentioned plan:
 The said registered proprietors.

SIGNED in my presence by MICHAEL
 JOSEPH MOY who is personally known
 to me : *Michael Moy*

SIGNED in my presence by JOHN
 SPENCE BLACKBURN who is personally
 known to me : *John Spence*

SIGNED in my presence by JOHN
 SPENCE BLACKBURN who is personally
 known to me : *John Spence*

THE COMMON SEAL OF LINDORF
 MANAGEMENT PTY LIMITED was here-
 unto affixed by authority of the
 Board of Directors in the presence
 of the Director whose signature
 appears opposite hereto and in the
 presence of : *Alkie*
 Secretary



(Notarices under Mortgage M241297.)

This negative is a photograph made as a permanent
 record of a document in the custody of the
 Registrar General this day, 20th May, 1986.



M313512

R-1
no fee
15 67

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

(Sheet 1 of 2 Sheets)

PART 1.

DEPOSITED PLAN NO. DP240875

Subdivision covered by Council Clerk's
Certificate No. 16 of 1970.

Full name and address of
proprietor of the land :

MICHAEL JOSEPH MOY of Robinson Avenue,
Grafton Livestock Auctioneer and
JOHN SPENCE BLACKBURN of Sherwood Drive,
Lismore, Chartered Accountant

1. Identity of Easement or
Restriction firstly referred
to in abovementioned Plan :

Easement to drain water 4 feet wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, name of road, or Authority
benefited

Lots 1 to 5 inclusive

The Council of the Municipality of
Ballina

2. Identity of Easement or
Restriction Secondly referred
to in abovementioned Plan :

Restrictions as to User

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, name of road, or Authority
benefited

Lots 1 to 8 inclusive and
Lots 12 to 20 inclusive

Lots 9 to 11 inclusive

PART 2.

2. Terms of restrictions as to user Secondly referred to in abovementioned
Plan.

(a) No fence erected on the subject land shall be of a greater
height than three feet

(b) No dividing fence shall be erected on any of the subject land
to divide it from the adjoining lot owned by the registered
proprietors without their consent but such consent shall not
be withheld if such fence shall be erected without expense to
them and in favour of any person dealing with the owner for
the time being of such lot such consent shall be deemed to have
been given in respect of every such fence for the time being
erected and upon transfer of such adjoining land by them this
restriction shall become absolutely void.

(c) No building shall be erected on the subject land consisting to
a substantial extent or degree of materials from any previously
erected building or structure.

This is Sheet 1 of a 2 Sheet Instrument :

Althea

B

3

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

1919

(Sheet 2 of 2 Sheets)

DEPOSITED PLAN NO. : DP240875 Subdivision covered by Council Clerk's
Certificate No. 16 of 1970.

- (d) No building erected on the subject land shall have a roof of corrugated iron, metal sheeting or asbestos cement with a greater pitch than three and one half degrees without the written consent of the registered proprietors.
- (e) No fence shall be erected on any part of the subject land between the road fifty five feet wide shown on the said plan and the building alignment closest to such road without the consent of the registered proprietors.
- (f) No building shall be erected with a front alignment closer than twenty feet to the road fifty five feet wide shown on the said plan without the consent of the registered proprietors.
- (g) No walls of any building erected on the subject land shall be of material other than stone or brick or a combination thereof without the consent of the registered proprietors.

Name of person empowered to release, vary or modify restrictions Secondly referred to in abovementioned plan.

The said registered proprietors.

SIGNED in my presence by MICHAEL JOSEPH MOY who is personally known to me :

Michael Moy
.....

Michael Moy
.....

SIGNED in my presence by JOHN SPENCE BLACKBURN who is personally known to me :

John Spence Blackburn
.....

John Spence Blackburn
.....

(Proprietors)

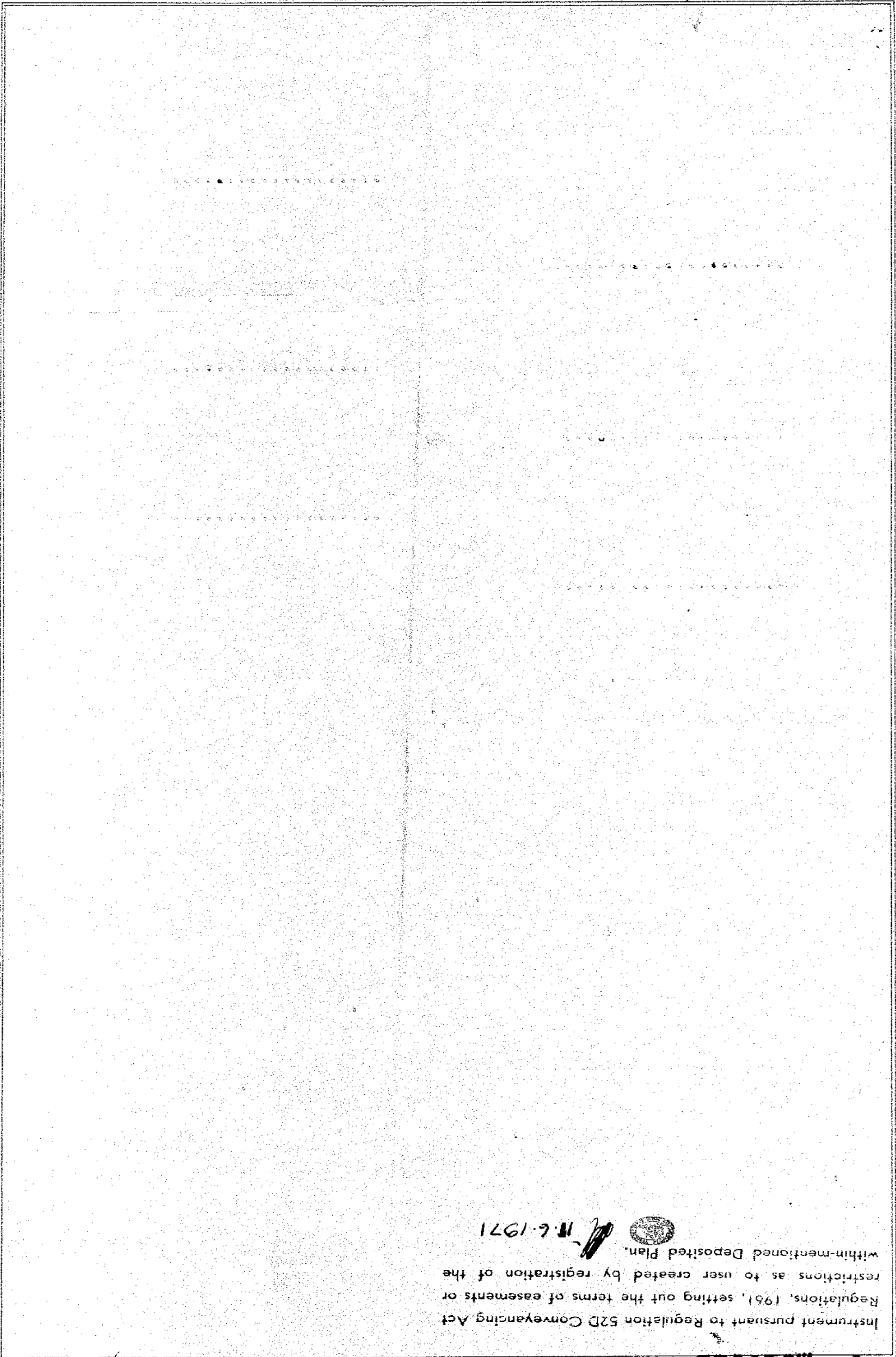
THE COMMON SEAL of LISMORE MANAGEMENT PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of the Director whose signature appears opposite hereto and in the presence of :




John Spence Blackburn
.....
Director

John Spence Blackburn
.....
Secretary.

(Mortgagee under Mortgage M241997.)



Instrument pursuant to Regulation 52D Conveyancing Act
Regulations, 1961, setting out the terms of easements or
restrictions as to user created by registration of the
within-mentioned Deposited Plan.  11.6.1971

M313512

NOTED

H = - - -

**PLANNING CERTIFICATE UNDER s.10.7(2)
OF THE ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT, 1979**



Cert No: 19422
Your Ref: 26/0027
Date of Issue: 23/01/2026
Receipt No: 801660

Lara Crompton
Shop 6, 35 Fawcett Street
Ballina 2478
NSW 2478

Owner (as recorded by Council)
Ms K M Fallander
Unit 6
6 Namitjira Place
BALLINA NSW 2478

Property Location: Unit 6 6 Namitjira Place BALLINA
Title Details: Lot: 6 SP: 14961
Parcel Id: 83267
Area: 83.0000 Square Metres

1 Names of Relevant Planning Instruments and Development Control Plans

1(1) Environmental Planning Instruments

As at the date of this certificate, the following environmental planning instruments apply to the carrying out of development on the subject land:

Local Environmental Plans (LEPs)

Ballina Local Environmental Plan 2012 (BLEP 2012)

A copy of these plans can be obtained from NSW Government website at www.legislation.nsw.gov.au

State Environmental Planning Policies (SEPPs)

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This policy consolidates, transfers and repeals provisions of the following former SEPPs as applicable to land in the Ballina Shire:

- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- State Environmental Planning Policy (Koala Habitat Protection) 2020
- State Environmental Planning Policy (Koala Habitat Protection) 2021
- State Environmental Planning Policy No 50—Canal Estate Development.

State Environmental Planning Policy (Sustainability Buildings) 2022

This Policy is applicable to land in the Ballina Shire.

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

This Policy is applicable to land in the Ballina Shire.

State Environmental Planning Policy (Housing) 2021

This policy consolidates, transfers and repeals provisions of the following former SEPPs as applicable to land in the Ballina Shire:

40 cherry street, po box 450, ballina nsw 2478
t 1300 864 444 e council@ballina.nsw.gov.au w ballina.nsw.gov.au abn 539 29 887 369

**Planning Certificate Under s.10.7(2) of the
Environmental Planning and Assessment Act, 1979**

- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004
- State Environmental Planning Policy No 70 - Affordable Housing (Revised Schemes)
- State Environmental Planning Policy No 21 - Caravan Parks; and
- State Environmental Planning Policy No 36 - Manufactured Home Estates.

State Environmental Planning Policy (Industry and Employment) 2021

This policy consolidates, transfers and repeals provisions of the following former SEPP as applicable to land in the Ballina Shire:

- State Environmental Planning Policy No 64—Advertising and Signage.

State Environmental Planning Policy (Planning Systems) 2021

This policy consolidates, transfers and repeals provisions of the following former SEPP as applicable to land in the Ballina Shire:

- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (Concurrences and Consents) 2018

State Environmental Planning Policy (Primary Production) 2021

This policy consolidates, transfers and repeals provisions of the following former SEPP as applicable to land in the Ballina Shire:

- State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (Resilience and Hazards) 2021

This policy consolidates, transfers and repeals provisions of the following former SEPPs as applicable to land in the Ballina Shire:

- State Environmental Planning Policy (Coastal Management) 2018
- State Environmental Planning Policy No 33—Hazardous and Offensive Development
- State Environmental Planning Policy No 55—Remediation of Land.

State Environmental Planning Policy (Resources and Energy) 2021

This policy consolidates, transfers and repeals provisions of the following former SEPP as applicable to land in the Ballina Shire

- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Transport and Infrastructure) 2021

This policy consolidates, transfers and repeals provisions of the following former SEPPs as applicable to land in the Ballina Shire:

- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

Development Control Plans (DCPs)

As at the date of this certificate, the following development control plans apply to the carrying out of development on the land:

Ballina Shire Development Control Plan 2012

Copies of the above plan can be obtained from Council's website at www.ballina.nsw.gov.au

1(2) Proposed Environmental Planning Instruments

40 cherry street, po box 450, ballina nsw 2478
t 1300 864 444 e council@ballina.nsw.gov.au w ballina.nsw.gov.au abn 539 29 887 369

**Planning Certificate Under s.10.7(2) of the
Environmental Planning and Assessment Act, 1979**

As at the date of this certificate, the following proposed environmental planning instruments apply to the carrying out of development on the land:

Planning Proposal BSCPP 25/001 - General Amendments (PP-2025-1660) proposes to amend various provisions contained in Ballina LEP 2012.

2 Zoning and Land Use Under Relevant LEPs

2(a) & (b) Zoning & Land Use Permissibility

Under the provisions of the Local Environmental Plans listed in Items 1(1) above, the subject land is within the following zone(s):

BLEP 2012 – R3 Medium Density Residential

(i) Permitted without consent

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

(ii) Permitted with consent

Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Extensive agriculture; Group homes; Home industries; Kiosks; Markets; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Roadside stalls; Seniors housing; Tank-based aquaculture; Any other development not specified in item (i) or (iii)

(iii) Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Eco-tourist facilities; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Industrial retail outlets; Industrial training facilities; Industries; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Recreation facilities (major); Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies

2(c) Additional Permitted Uses

There are no known additional permitted uses that apply to the land.

2(d) Minimum Standards for the Erection of a Dwelling-House

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There are no development standards within either the BLEP 2012 or BLEP 1987, whichever is the relevant Plan, with respect to the zoning of the subject land that stipulate the minimum area of land upon which a dwelling house may be erected on the subject land.

2(e) Biodiversity value

The subject land is not identified as including or comprising outstanding biodiversity value as prescribed under the Biodiversity Conservation Act 2016.

2(f) Conservation Area

The subject land is not within a conservation area.

2(g) Item of Environmental Heritage

The subject land does not contain nor constitute an item of environmental heritage, as listed in Schedule 1 of the BLEP 1987, or Schedule 5 of the BLEP 2012, in so far as either plan applies to the subject land.

Council recognises the National Parks & Wildlife Service and the Jali Local Aboriginal Land Council as the bodies which determine and hold information with respect to matters of Aboriginal significance. Council has not been notified by either of these bodies that the subject land comprises a site or item of significance to the local Aboriginal community.

3 Contributions Plans

As at the date of this certificate, the following contributions/development servicing plan(s) apply (or may apply depending upon proposed future development) to the subject land:

- Cumbalum Urban Release Area Precinct A Contributions Plan 2015, 26 February 2015
- Ballina Shire Roads Contribution Plan Version 4.2, 22 July 2021
- Ballina Shire Open Space and Community Facilities Contributions Plan 2022, 1 August 2022
- Ballina Shire Carparking Contributions Plan 2014, 14 May 2014
- Ballina Shire Heavy Haulage Contribution Plan, 24 October 2019
- Ballina Shire Council Water Supply Infrastructure Development Servicing Plan, 27 February 2015
- Ballina Shire Council Sewerage Infrastructure Development Servicing Plan, 27 February 2015
- Rous Water Development Servicing Plan for Bulk Water Supply, 15 June 2016

Copies of the contribution plans and development servicing plans may be viewed at the Council's Customer Service Centre, corner Cherry & Tamar Streets, Ballina or via Ballina Shire Council website. All enquiries relating to the Rous Water Development Servicing Plan should be directed to Rous Water, Lismore.

4 Complying Development

Part 3 Housing Code

Complying development under the Housing Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may not be carried out on this land.

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**Planning Certificate Under s.10.7(2) of the
Environmental Planning and Assessment Act, 1979**

Council notes that a restriction applies to the land, but it may not apply to all of the land, and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

The land is affected by the following specific land exemptions:

- land that is identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Part 3A Rural Housing Code

Complying development under the Rural Housing Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may not be carried out on this land. Council notes that a restriction applies to the land, but it may not apply to all of the land, and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

The land is affected by the following specific land exemptions:

- land that is identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Part 3B Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may not be carried out on this land.

Council notes that a restriction applies to the land, but it may not apply to all of the land, and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

The land is affected by the following specific land exemptions:

- land that is identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Part 3C Greenfield Housing Code

Complying development under the Greenfield Housing Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may not be carried out on this land. Council notes that a restriction applies to the land, but it may not apply to all of the land, and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

The land is affected by the following specific land exemptions:

- land that is identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Part 3D Inland Housing Code

Part 3D Inland Housing Code does not apply in the Ballina Shire Council

Part 4 Housing Alterations Code

Complying development under the Housing Internal Alterations Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may be carried out on this land subject to the requirements of the Policy.

Part 4A General Development Code

**Planning Certificate Under s.10.7(2) of the
Environmental Planning and Assessment Act, 1979**

Complying development under the General Development Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may be carried out on this land subject to the requirements of the Policy.

Part 5 Industrial and Business Alterations Code

Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land subject to compliance with the Policy.

Part 5A Industrial and Business Buildings Code

Complying development under the Industrial and Business (New Buildings and Additions) Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may not be carried out on this land.

Council notes that a restriction applies to the land, but it may not apply to all of the land, and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

The land is affected by the following specific land exemptions:

- land that is identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Part 5B Container Recycling Facility Code

Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on land zoned E1, E2, E3, E4, MU1, SP3 subject to compliance with the Policy.

Part 6 Subdivision Code

Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land subject to compliance with the Policy.

Part 7 Demolition Code

Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land subject to compliance with the Policy.

Part 8 Fire Safety Code

Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land subject to compliance with the Policy.

5 Exempt Development

Exempt development under the General Exempt development Code of the State Environmental Planning Policy (Exempt and Complying development Codes) 2008 may be carried out on this land subject to compliance with the Policy.

6 Affected building notices and building product rectification orders

(a) Council is not aware of any affected building notice being in force in respect of the land to which this certificate relates

(b) Council is not aware of any building product rectification order in force in respect of the land to which this certificate relates that has not fully complied with; and

(c) Council is not aware of any outstanding notice of intention to make a building product rectification order in respect of the land to which this certificate relates.

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

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

7 Land Reserved for Acquisition

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 3.15 of the EP & A Act 1979) under the provisions of any environmental planning instrument, deemed or draft environmental planning instrument.

8 Road Widening and Road Realignment

The subject land is not affected by any road widening or realignment proposal under either Division 2 of Part 3 of the Roads Act 1993, any environmental planning instrument or any resolution of the Council.

Notices of development consent that have been or may be issued over the subject land may include specific requirements pertaining to road widening or realignment.

9 Flood related development controls information

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

(2) The land or part of the land is not between the flood planning area and the probable maximum flood.

(3) In this section –

- Flood planning area has the same meaning as in the Floodplain Development Manual.
- Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
- Probable maximum flood has the same meaning as in the Floodplain Development Manual

10 Hazard Risk Restrictions

[40 cherry street, po box 450, ballina nsw 2478](#)
[t 1300 864 444](tel:1300864444) [e council@ballina.nsw.gov.au](mailto:council@ballina.nsw.gov.au) [w ballina.nsw.gov.au](http://www.ballina.nsw.gov.au) [abn 539 29 887 369](#)

**Planning Certificate Under s.10.7(2) of the
Environmental Planning and Assessment Act, 1979**

The general policies that have been either:

- adopted by Council; or
- adopted by any other public authority and notified to Council for the express purpose of its adoption by that authority being referred to in this certificate, to restrict development of the land because of hazard risks are detailed below. Notices of development consent and/or building approval that have been or may be issued over the land may contain specific requirements that may limit or prohibit certain development or works upon the land in recognition of risks that may exist.

(i) Land Slip

The Council has not adopted a policy to restrict development of the subject land because of the likelihood of land slip. The land is within an area identified by a study commissioned by Council, and conducted by Coffey & Partners Pty Ltd, Consulting Engineers in March 1986 as having a low to very low risk of instability. The study has determined that the land is within a Category III area. Details of this classification are contained in Planning Certificate Slip Attachment No. 3 (4/95). Geotechnical investigations may be required prior to development of the site, depending upon the characteristics of the site and the nature of development proposed.

Please refer to Council's website for Planning Certificate Attachment Slip (pdf) at <https://ballina.nsw.gov.au/request-a-certificate>.

(ii) Bushfire

Council has not adopted a policy that restricts the development of the land because of the likelihood of bushfire.

(iii) Tidal Inundation

Council has no records that indicate the land is affected by tidal inundation. Accordingly, the Council has not adopted a policy to restrict development of the land in respect of tidal inundation.

(iv) Subsidence

Council records do not indicate that the land is affected by subsidence. Accordingly, the Council has not adopted a policy to restrict development of the land in respect to subsidence.

(v) Acid sulfate soils

Clause 7.1 of the BLEP 2012 or Clause 36 of the BLEP 1987, whichever applies to the subject land, requires development consent for works, including agricultural related works, that could disturb soils or groundwater in areas identified as having potential for acid sulfate soil conditions.

Council's Acid Sulfate Soils Planning Maps identify five classes of land with respect to acid sulfate soils. The subject land has been identified on the Acid Sulfate Soils Planning Maps as follows:

Class 2

(vi) Contamination

Council has by resolution adopted a policy which may restrict the development of the subject land in respect of potential contamination of that land. This policy is triggered when zoning, land use changes or any other development are/is proposed on lands considered to be potentially contaminated, contaminated or contaminated lands which have been remediated for specific use. Specific consideration should be given to any prior or current land uses which may have caused contamination and, where considered necessary, assessment of the site should be carried out in accordance with the provisions of any relevant legislative requirements.

Cattle tick dip sites

Council records do not indicate that the land is or has been used as a Cattle Tick Dip Site.

Contaminated Land – Contaminated Land Management Act 1997

(a) Council has not been informed that the land to which this certificate relates has been significantly contaminated, within the meaning of the Contaminated Land Management Act 1997.

(b) Council has not been informed that the land to which this certificate relates is subject to a management order within the meaning of the Contaminated Land Management Act 1997.

(c) Council has not been informed that the land to which the certificate relates is the subject of an approved voluntary management proposal, within the meaning of the Contaminated Land Management Act 1997.

(d) Council has not been informed that the land to which the certificate relates is subject to an ongoing maintenance order, within the meaning of the Contaminated Land Management Act 1997.

(e) Council has not been informed that the land to which the certificate relates is subject to a site audit statement, within the meaning of the Contaminated Land Management Act 1997.

Note: Absence of notification from the EPA under Section 59 of the Contaminated Land Management Act 1997 does not necessarily mean that the land is not subject to some type of contamination.

(vii) Aircraft Noise

Council records do not indicate that the land is subject to planning controls associated with the Ballina Byron Gateway Airport - Australian Noise Exposure Forecast (ANEF) Contour Map as specified in Clause 7.6 of the BLEP 2012.

(viii) Salinity

Council has no records that indicate the land is affected by Salinity. Accordingly, the Council has not adopted a policy to restrict development of the land in respect of Salinity.

(ix) Coastal Hazards

Council records do not indicate that the land is affected by coastal hazards.

(x) Sea Level Rises

Council has no records that indicate the land is affected by Sea Level Rises. Accordingly, the Council has not adopted a policy to restrict development of the land in respect of Sea Level Rises.

(xi) Any other risk

Council has not adopted any policy to restrict development of the subject land due to there being any other identified risk.

11 Bush fire prone land

The subject land is not identified on the Ballina LGA Bush Fire Prone Land Map, that was certified by the Commissioner of the NSW Rural Fire Service pursuant to Section 10.3 of the EP & A Act 1979, as being bush fire prone.

12 Loose-fill asbestos insulation

Council has not been notified in this regard in relation to the subject property.

13 Mine Subsidence

The subject land is not within an area proclaimed to be a Mine Subsidence District within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

14 Paper subdivision information

Council has not been notified of any such development plan that applies to the land.

15 Property vegetation plans

The subject land is not affected by a Property Vegetation Plan (PVP) under the Native Vegetation Act 2003.

16 Biodiversity stewardship sites

Council has not been notified of the existence of a biodiversity stewardship site under Part 5 of the Biodiversity Conservation Act 2016.

17 Biodiversity certified land

**Planning Certificate Under s.10.7(2) of the
Environmental Planning and Assessment Act, 1979**

Council has not been notified that the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

18 Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

19 Annual charges for coastal protection services under Local Government Act 1993

The current owner (or any previous owner) has not consented in writing to the land being subject to annual charges under Section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

20 Western Sydney Aerotropolis

Not applicable

21 Development Consent Conditions for Seniors Housing

Council is not aware of any development consents granted after 11 October 2007 in relation to the land, that restrict the occupation of seniors housing as set out Section 88(2) of State Environmental Planning Policy (Housing) 2021.

22 Site compatibility certificates and conditions for affordable renting housing

(1) Council is not aware of a current site compatibility certificate issued under State Environmental Planning Policy (Housing) 2021 or a former site compatibility certificate issued under the provisions of State Environmental Planning Policy (Affordable Rental Housing) 2009, for affordable rental housing.

(2) and (3) Council is not aware of any development consents granted for developments to which:

State Environmental Planning Policy (Housing) 2021 Chapter 2, Part 1, Division 1 or 5, which include conditions of a kind referred to in Sections 21(1) or 40(1) of that Policy; or

State Environmental Planning Policy (Affordable Rental Housing) 2009, which include conditions of a kind referred to in Clauses 17(1) or 38(1) of that Policy.

23 Water or Sewerage services

This land has not been provided with water or sewerage services under the provisions of the Water Industry Competition Act 2006.

**Planning Certificate Under s.10.7(2) of the
Environmental Planning and Assessment Act, 1979**

NOTE: The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Act 1979, as amended, and its Regulations.

FOR FURTHER INFORMATION PLEASE CONTACT COUNCIL'S PLANNING AND ENVIRONMENTAL HEALTH DIVISION

**Paul Hickey
General Manager
Ballina Shire Council**

enquiries refer
Building Services
in reply please quote
Container: 535-015
PN: 83267



20 January 2026

Edmonds Conveyancing
Email: reception@edmondsco.com.au

Dear Sir/Madam

Re: Sewer Diagram Application
Unit 6 6 Namitjira Place Ballina NSW 2478 - Lot: 6 SP: 14961
Your Reference: 26/0027

Enclosed with this letter is the sewer drainage diagram for the above property.

This covering letter is to be read in conjunction with the supplied diagram. The diagram is not survey accurate and should not be relied upon for such purposes.

If you have any enquiries in regard to this matter please contact Building Services on (02) 6686 1415.

Notation: Ballina Shire Council has specific building setbacks applying to sewer mains depending on the depth of the main, the existing foundation material and if sewer easements exist. You are advised to read the [Building Over Council Assets Policy](#) on council's website for clarification. Should you require any further advice please contact the Civil Services Group on (02) 6686 1281.

Trusting this information is of assistance.

Yours faithfully

A handwritten signature in black ink that reads 'B Arundell'.

Bernadette Arundell
Planning and Environmental Health Division

Enc.

Internal Diagram

SHIRE OF BALLINA

PLAN OF SANITARY DRAINAGE

OWNER [REDACTED] DETAIL PLAN No. 29
 SITUATION OF PROPERTY NAMITJIRA PL DRAINAGE PLAN No. 1265
BALLINA HOUSE No. 6
 LOT 3 D.P. 240875 SSC _____

This diagram is the property of the owner and is to be returned to him on completion of the work.
 All plumbing and drainage work must be executed in accordance with Ordinance 46 of the Local Government Act, 1916, and to the satisfaction of Council.

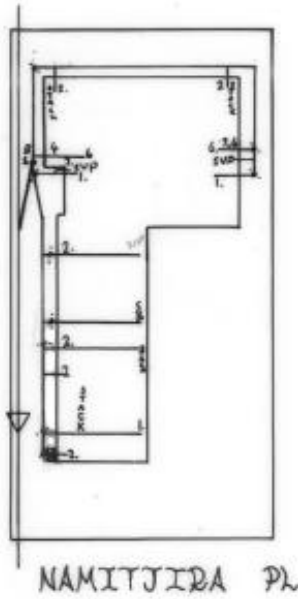
No alteration to drainage to be made unless the previous consent of the Council is given.

RAIN AND SURFACE WATER MUST NOT BE CONNECTED TO THE COUNCIL'S SEWER

Junction about 23.5 metres from downstream manhole. Approx. depth 1m

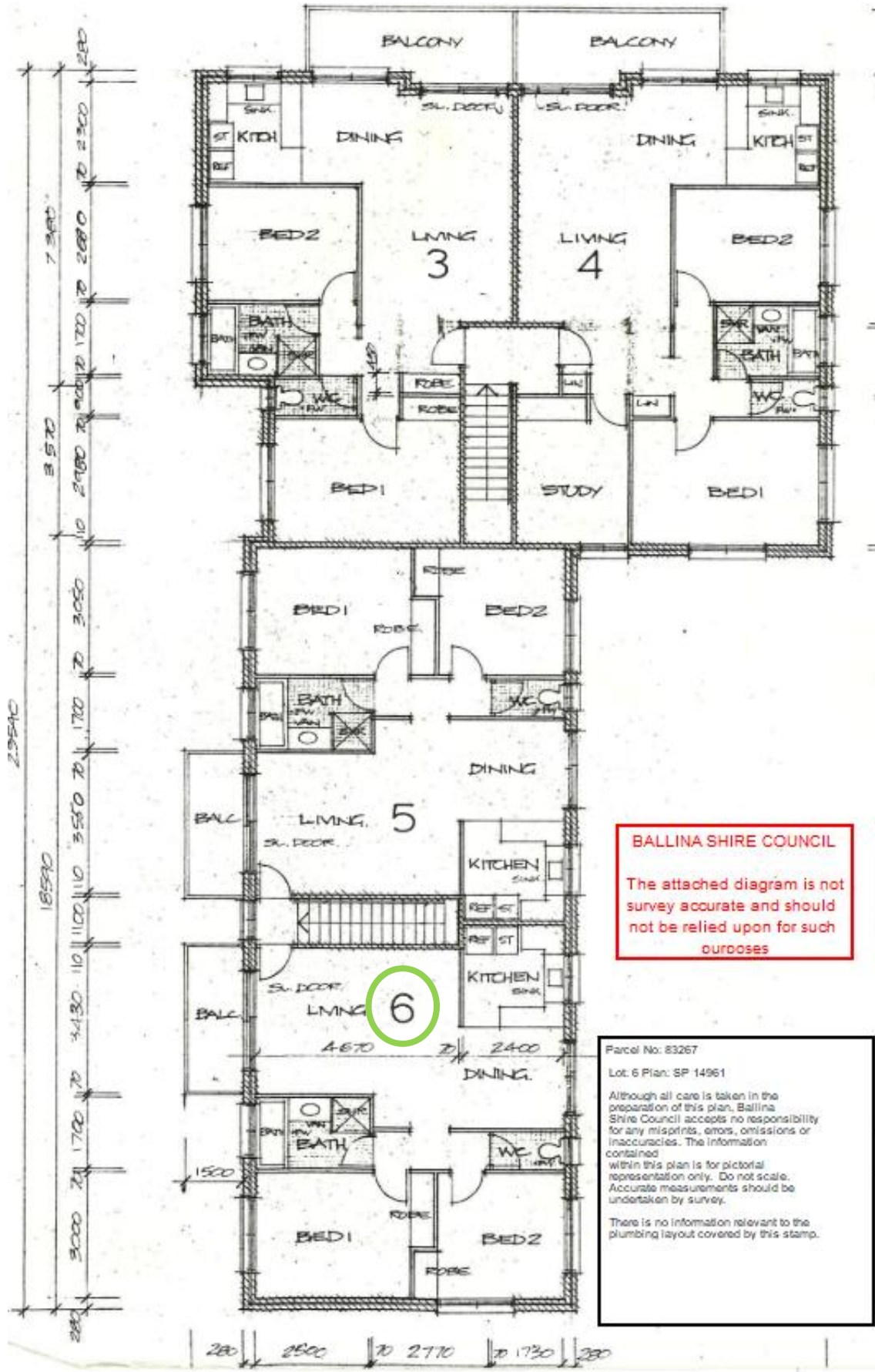
SYMBOL	DESCRIPTION	REFERENCE	DESCRIPTION	REFERENCE
B.E.	BOUNDARY SHAFT			
☒	G.M.L.Y.	C.S. CLEANERS SINK	1	W.C.
G.T.	GREASE TRAP	W.M. WASHING MACHINE	2	LAUNDRY TUBS
V	VERTICAL SHAFT	E.V. EDUCT VENT	3	KITCHEN SINK
↔	INSPECTION OPENING	S.V.P. SOIL VENT PIPE	4	BATH
				5
				6
				7
				8

SCALE 1:400



BALLINA SHIRE COUNCIL
 The attached diagram is not survey accurate and should not be relied upon for such purposes

Parcel No: 83267
 Lot: 6 Plan: SP 14961
 Although all care is taken in the preparation of this plan, Ballina Shire Council accepts no responsibility for any misprints, errors, omissions or inaccuracies. The information contained within this plan is for pictorial representation only. Do not scale. Accurate measurements should be undertaken by survey.
 There is no information relevant to the plumbing layout covered by this stamp.



BALLINA SHIRE COUNCIL

The attached diagram is not survey accurate and should not be relied upon for such purposes

Parcel No. 83267
 Lot: 6 Plan: SP 14961

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