

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent

Phone:

Ref:

Vendor

**Riverina Land Development Pty Ltd ATF Riverina Land Development Trust
PO Box 502, HAY NSW 2711**

Vendor's Solicitor

**Cater & Blumer
Cnr Yambil & Ulong Streets, GRIFFITH NSW 2680
P.O. Box 479 GRIFFITH 2680**

Phone: (02) 6966 7700

Fax: (02) 6962 7211

Ref: MC:AC:42313

Completion date

day after the contract date (clause 15)

Land

460 Macauley Street, Hay, New South Wales 2711

(Address, plan details and title reference)

Registered Plan: Lot 23 Plan DP542742

Folio Identifier 23/542742

VACANT POSSESSION subject to existing tenancies

Improvements

HOUSE garage carport home unit carspace none

other:

Attached copies

Documents in the List of Documents as marked or as numbered: 1, 2, 6, 7 & 8

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

blinds curtains insect screens stove
 built-in wardrobes dishwasher light fittings pool equipment
 clothes line fixed floor coverings range hood TV antenna
 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)

Vendor

Witness

GST AMOUNT (optional)

The price includes

GST of:

Purchaser

JOINT TENANTS tenants in common in unequal shares

Witness

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)

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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input checked="" type="checkbox"/> 7 section 149(5) information included in that certificate <input checked="" type="checkbox"/> 8 sewerage connections diagram <input type="checkbox"/> 9 sewer mains diagram <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1992) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i>	<input type="checkbox"/> 24 property certificate for strata common property <input type="checkbox"/> 25 plan creating strata common property <input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

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 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable 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. The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
7. If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
8. The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

WARNING SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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 section 66W of the Act; 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

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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)

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>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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 drawn on its own funds by - <ul style="list-style-type: none"> ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; 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>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

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 only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within 7 days* after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *servicing* it -
- 5.1 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 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 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

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; 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.

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

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 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.
- 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 adjust 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 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.
- 14.6 *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 -
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 Completion date

The *parties* must complete by the completion date 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 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, plus another 20% of that fee.
- 16.6 if the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 if the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is -
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.

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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 mentioned in Schedule J of the Supreme Court Rules 1970.

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 4.3);
- 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 fax to the *party's solicitor*, unless 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; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

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 11, 13, 14, and 17 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* includes 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 page 1) 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.

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 clause 2 (deposit).
- 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**
- 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 -
- 'change', in relation to a scheme, means -
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
- 'common property' includes association property for the scheme or any higher scheme;
- 'contribution' includes an amount payable under a by-law;
- '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;
- 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 'the *property*' includes any interest in common property for the scheme associated with the lot;
- '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 sinking 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 14.5 apply but on a unit entitlement basis instead of an area basis.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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 not disclosed in this contract; or
 - 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; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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 -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
- 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 -
- a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General 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 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date 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.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;
 29.7.3 the completion date becomes the later of the completion date 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;
 • 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 completion date becomes the later of the completion date 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.

SPECIAL CONDITIONS

30. THE Purchaser acknowledges that the various headings for the following Additional Special Conditions are for ease of reference only and are not to be taken to add to or subtract from the wording of the Clause to which they refer. In the event of any discrepancy or conflict between these Additional Special Conditions and Clauses 1 to 29 inclusive these Additional Special Conditions shall prevail.

31. WHERE not inconsistent with the provisions of Section 66L of the Conveyancing Act 1919 (as amended) the property is sold in its present state of repair and condition subject to fair wear and tear pending completion.

32. THE parties acknowledge and agree that the Vendor's Solicitor is the deposit holder.

33. SUBJECT to the provisions of this Contract the Purchaser, having inspected the property, acknowledges that he is purchasing the property in its present condition and state of repair and subject to any infestation, dilapidation, defect or affectation, latent or patent and whether or not affected by insect or pest and that he will raise no objection, requisition or claim for compensation in respect of such matters including without limitation the nature quality or legality of any structure upon the property.

34. THE Purchaser acknowledges that he is purchasing the property and shall take title thereto subject to existing Water, Sewerage, Drainage, Gas and Electricity, Telephone or other installations or services (hereinafter in the condition referred to as "any service") and shall not make any requisition, demand, objection or claim for compensation in respect to:-

- (a) the nature, location, availability or non availability of any service; or
- (b) if any such service is a joint service with any other property or properties; or
- (c) if any service for any other property or properties of the main, pipes, wires of connections therefore pass through or over the property and vice versa; or
- (d) whether or not the property is subject to or has the benefit of any rights easements or agreements in respect of any service or the mains, pipes or connections therefore.

35. NOTWITHSTANDING Clause 20.8 no clause or additional clause hereof shall merge on completion where such clause may reasonably be construed as intended to have a continuing effect after completion.

36. THE Purchaser acknowledges that in entering into this Contract the Purchaser does not rely upon any warranty or representation made by the Vendor or by any person on behalf of the Vendor except such as may be expressly provided herein or implied by virtue of Section 52A of the Conveyancing Act 1919 (as amended) but instead has relied entirely upon the Purchaser's own inquiries and inspection of the property.

BUT the Vendor warrants that he has not received any notice or requirement from the Hay Shire Council or any other Public Authority alleging any fault or deficiency or requirement for work to be done or other remedial action to be taken.

37. IN this Agreement the word "property" shall, unless the context otherwise requires, include permanent improvements thereon.

38. WITHOUT in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein, should either party prior to completion:

- (i) die or become a protected person as defined in the Protected Estates Act 1983 then either party may rescind this contract by notice in writing and clause 19 shall apply; or
- (ii) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or enter a scheme or arrangement with its creditors under the Corporations Act 2001 (Cth) (as amended) or should any liquidator, receiver or official manager be appointed in respect of the party (or should a petition or other court proceedings be instituted for such appointment), then that party shall be deemed to be in default of an essential condition of this contract.

39. IT is hereby expressly agreed between the parties that in the event of either party failing to complete this Contract by the date specified herein then that party not in default shall be entitled to serve on the other party a Notice to Complete requiring that the other party to so complete this agreement within fourteen (14) days from the date of service of such notice. For the purpose of this agreement any such Notice to Complete shall be deemed both at law and in equity to be sufficient notice to make time of the essence of this agreement.

40. THE Purchaser shall not be entitled to delay completion of this Contract on the grounds that the property is subject to a charge for any unassessed Land Tax at the date of completion but the Purchaser shall accept the Vendor's undertaking hereby given to comply promptly with the proper requirements of the Commissioner of Land Tax in relation to Returns and subject to any necessary adjustments thereof to pay any Land Tax assessed to the Vendor within the time limited by the Assessment Notice or Notices when issued. In the event of the Vendor not having received an Assessment of Land Tax by the date of completion, the Purchaser undertakes to pay to the Vendor or his Solicitor, the Purchaser's proportion of such Assessment when required by the Vendor or within twenty eight (28) days of receipt by the Purchaser of the calculation of his proportion of such Land Tax Assessment. Such proportion calculated is pursuant to printed condition 14 herein.

41. NOTWITHSTANDING any other provisions herein contained, on completion the Vendor shall not be required to pay or retain out of the sale proceeds any Council rates, charges and interest which have been postponed pursuant to Ch.15 Division 2 of the Local Government Act 1993 or pursuant to Section 160C of the Local Government Act 1919 (as amended) and the Purchaser shall assume responsibility for the payment thereof and indemnify the Vendor in respect thereof.

42. THE Purchaser warrants that the property will be used predominantly for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

43. IN the event of the Purchaser not effecting completion of this Contract by the completion date specified on the front page of this Contract in accordance with the provisions herein, then PROVIDED such delay in completion is not the fault of or attributable to the Vendor AND FURTHER PROVIDED the Vendor is ready, willing and able to effect settlement in accordance with the provisions of this Contract in addition to the balance of purchase monies payable on settlement the Purchaser shall pay to the Vendor interest on the balance of purchase money at the rate of ten per centum (10%) per annum calculated on a daily basis from the completion date specified on the front page of this Contract to the date of actual settlement. 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 be so paid.

44. THIS Contract is subject to the Vendor obtaining a Final Occupation Certificate or Building Certificate from Hay Shire Council (hereinafter referred to as "Council Approval"). The Vendor will when requested, sign all authorities, allow Hay Shire Council to inspect the property which may be reasonably necessary to enable the Council Approval to be issued. Upon receipt of the Council Approval the Purchaser will make no objection, requisition or claim for compensation, or claim to be entitled to terminate or rescind this Contract in respect of the contents of such Council Approval. Should such Council Approval not be issued prior to settlement then either party may rescind this Contract whereupon the terms of printed condition 19 shall apply.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 23/542742

SEARCH DATE	TIME	EDITION NO	DATE
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5/12/2014	6:10 PM	1	5/12/2007

LAND

LOT 23 IN DEPOSITED PLAN 542742
AT HAY
LOCAL GOVERNMENT AREA HAY
PARISH OF HAY COUNTY OF WARADGERY
TITLE DIAGRAM DP542742

FIRST SCHEDULE

RIVERINA LAND DEVELOPMENT PTY LTD (T A613536)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS BY THE CROWN GRANT
- 2 A613537 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



Plan Form 1

D 5 225145

07/01/70

PLAN OF Subdivision of Allotment 1 Section 10. Lot 1 D.P. 542607	D. P. 542742 Registered 5-8-1970
Name of City: <u>Hay</u>	Title System: <u>Old System</u>
Town or Locality: <u>Hay</u>	Purpose: <u>Subd. (RA 47583)</u>
Parish: <u>Hay</u>	Nat. Map: <u>In Hay</u>
County: <u>Waradgeri</u>	Lot Plan: <u>D.P. 542607</u>
Scale: <u>80 Feet to an inch.</u>	

Signature, Seal and Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to use.	I, <u>David Hugh Wray</u> of <u>Hay</u> a person entitled under the Surveyors Act, 1970, to execute, hereby certify that the survey represented in this plan was by me (1) and was made accurately and has been made in accordance with the Surveyors Act, 1970, and was completed on <u>12th October 1970</u> . Signature: <u>David H. Wray</u> Surveyor Accredited under Surveyors Act, 1970, at Hay, New South Wales. Date and where (1) or (2). (Insert date of survey)
	Council Clerk's Certificate. I hereby certify that: (a) the requirements of the Local Government Act, 1979 (other than the requirements for the registration of plans), and (b) the requirements of section 242 of the Metropolitan Water, Sewerage and Drainage Act, 1970, or equivalent, (Metropolitan Water, Sewerage and Drainage Act, 1970, as amended), have been complied with by the applicant in relation to the proposed <u>new road or subdivision</u> and that: (1) the proposed <u>new road or subdivision</u> is: (a) a public road, (b) a public reserve, (c) a public easement, (d) a public reserve, (e) a public easement, (f) a public reserve, (g) a public easement, (h) a public reserve, (i) a public easement, (j) a public reserve, (k) a public easement, (l) a public reserve, (m) a public easement, (n) a public reserve, (o) a public easement, (p) a public reserve, (q) a public easement, (r) a public reserve, (s) a public easement, (t) a public reserve, (u) a public easement, (v) a public reserve, (w) a public easement, (x) 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Ref. 4300 . 5 25 5 2 4 5 C

CONVERSION TABLE ADDED BY REGISTER GENERAL'S DEPARTMENT

DP 542742

FEET INCHES	METRES
0	0.000
1	0.305
2	0.610
3	0.914
4	1.219
5	1.524
6	1.829
7	2.134
8	2.438
9	2.743
10	3.048
11	3.353
12	3.658
13	3.963
14	4.268
15	4.573
16	4.878
17	5.183
18	5.488
19	5.793
20	6.098
21	6.403
22	6.708
23	7.013
24	7.318
25	7.623
26	7.928
27	8.233
28	8.538
29	8.843
30	9.148
31	9.453
32	9.758
33	10.063
34	10.368
35	10.673
36	10.978
37	11.283
38	11.588
39	11.893
40	12.198
41	12.503
42	12.808
43	13.113
44	13.418
45	13.723
46	14.028
47	14.333
48	14.638
49	14.943
50	15.248
51	15.553
52	15.858
53	16.163
54	16.468
55	16.773
56	17.078
57	17.383
58	17.688
59	17.993
60	18.298
61	18.603
62	18.908
63	19.213
64	19.518
65	19.823
66	20.128
67	20.433
68	20.738
69	21.043
70	21.348
71	21.653
72	21.958
73	22.263
74	22.568
75	22.873
76	23.178
77	23.483
78	23.788
79	24.093
80	24.398
81	24.703
82	25.008
83	25.313
84	25.618
85	25.923
86	26.228
87	26.533
88	26.838
89	27.143
90	27.448
91	27.753
92	28.058
93	28.363
94	28.668
95	28.973
96	29.278
97	29.583
98	29.888
99	30.193
100	30.498
101	30.803
102	31.108
103	31.413
104	31.718
105	32.023
106	32.328
107	32.633
108	32.938
109	33.243
110	33.548
111	33.853
112	34.158
113	34.463
114	34.768
115	35.073
116	35.378
117	35.683
118	35.988
119	36.293
120	36.598
121	36.903
122	37.208
123	37.513
124	37.818
125	38.123
126	38.428

CERTIFICATE UNDER SECTION 149(2) – Planning Certificate

ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

HAY SHIRE COUNCIL
134 Lachlan St
Hay NSW 2711
Phone: 02 69931003
Fax: 02 69931288

Certificate No. 2015-070

Fees: \$133.00

Receipt No. 62847

Applicant's
Name and
Full postal
Address

Cater & Blumer
PO Box 479
Griffith NSW 2680

Applicant's reference
No. MC:MC:42313

DESCRIPTION OF LAND

House No: **460**

Street/Property Name: **Macauley St**

Locality: **Hay**

Council's Assessment No: **1010788**

Lot: **23**

Council's Trim No: **114/4142**

DP: **542742**

Section:

Portion

County: **Waradgergy**

Owner: **Riverina Land Development Pty**

Parish: **Hay**

Address: **PO Box 502 Hay NSW 2711**

<p>(a) Where a local environmental plan, a deemed environmental planning instrument, a draft local environmental plan or Development Control Plan has been placed on exhibition pursuant to section 66(1)(b) or Part 3 of the Act restricts, or purports to restrict, the purposes for which development may be carried out on the land – State:</p> <p>(i) the name of the instrument;</p> <p>(ii) the purposes for which development may be carried out in accordance with that instrument without development consent and with development consent; and</p> <p>(iii) The purposes for which the carrying out of development is prohibited under that instrument.</p> <p>(iv) Restricted Development*</p>	<p>(i) <i>Hay Local Environmental Plan 2011</i></p> <p>(ii) <u>Without development consent</u> – <i>Exempt development as defined in r "Exempt & Complying Development Code" SEPP 2008 "Exempt development" and Complying development as defined in SEPP (Infrastructure 2007) after due consultation with Council and other statutory authorities for roads, heritage, services and flood impacts, bushfire and environmental impacts.</i></p> <p><u>With development consent</u> – <i>Any purpose other than a purpose included in item (i) or (ii).</i></p> <p>(iii) <u>Prohibited</u> – <i>Brothels, extractive industries; intensive livestock keeping establishments; mines; offensive and hazardous industries.</i></p> <p>(iv) <u>Restricted Development*</u> – <i>Bulk stores; caravan parks; car repair stations; commercial premises; gas holders; generating works; hotels; industries (other than home industries); institutions; junk yards; liquid fuel depots; mines; motor showrooms; quarries; refreshment rooms; ; roadside stalls; sawmills; service stations; shops; stock and saleyards; transport terminals; warehouses.</i></p>
<p>(b) Where the land is identified as being within a zone (within the meaning of an instrument referred to in paragraph (a)) – State:</p> <p>(i) the name of the instrument and of the zone;</p> <p>(ii) the purposes for which development may be carried out within that zone without development consent and with development consent.</p> <p>(iii) the purposes for which the carrying out of development is prohibited within that zone.</p> <p>(iv) Restricted Development *</p>	<p>(i) <i>Hay Local Environmental Plan 2011</i> <i>Zone RU5 (Village)</i></p> <p>(ii) <u>Without development consent</u> – <i>Environmental protection works; Home-based child care; Home occupations; Roads; Water reticulation systems.</i></p> <p><u>With development consent</u> – <i>Child care centres; Community facilities; Dwelling houses; High technology industries; Home industries; Liquid fuel depots; Neighbourhood shops; Places of public worship; Recreation areas; Recreational facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Schools; Any other development not specified in item (ii) or (iv).</i></p> <p>(iii) <u>Prohibited</u> – <i>Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Cellar door premises; Electricity generating works; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Heavy industrial storage establishments; Industries; Marinas; Mooring pens; Moorings; Open cut mining; Roadside stalls; Rural industries; Rural workers' dwellings; Sex services premises; Waste disposal facilities; Wharf or boating facilities.</i></p> <p>(iv) <u>Restricted Development*</u> – <i>NIL</i></p>

(c) Advise any matter relating to a State environmental planning policy or a regional environmental plan applying to the land, or the a draft State environmental planning policy or draft regional environmental plan applying to the land, which the Minister has, generally or in any particular case, notified the council should be specified in the certificate	See Attached
(d) Whether any development standards apply for the erection of a dwelling-house on the land relating to the minimum area on which a dwelling-house may be erected.	Yes = 550 sqm
(f) State whether a development control plan that is expressed to apply to the land has been approved under clause 21 and 21A, the name of the plan (whether or not the plan is in force). (fl) State where a contributions plan that is expressed to apply to the land has been approved under clause 31, the name of the plan (whether or not the plan is in force).	(f) NIL (fl) NIL.
(g) State whether any application to carry out development on the land would, at the time the application for the certificate was lodged, the subject of a notice by the Minister under section 76A(7)(b) of the Act declaring the development to be State Significant development.	NIL.
(h) State whether the land is or is not affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Public Works.	Not Applicable
(i) State whether or not the land has been proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.	Not Applicable
(j) State whether or not the land is affected by any road widening or road realignment under – (i) Division 2 of Part 3 of the Roads Act 1993 (ii) Any environmental planning instrument; or (iii) Any resolution of council.	 (i) No (ii) No (iii) No
(k) State whether or not the council has or other Public Authority (notified to the Council) adopted a policy to restrict the development of the land by reason of the likelihood of land slip, bushfire, tidal inundation, subsidence or any other risk.	No
(l) Hay Shire Council has been notified that a Property Vegetation Plan (PVP), approved under the Native Vegetation Act 2003 exists on land subject to this certificate.	No
(m) Is the land under the provisions of the Contaminated Land Management Act 1997: (i) Significantly contaminated land – if the land (or part of the land) is declared to be significantly contaminated land at the date when the certificate is issued. (ii) Subject to a management order – if it is subject to such an order at the date when the certificate is issued. (iii) The subject of an approved voluntary management proposal – if it is the subject of such an approved	No No No

proposal at the date when the certificate is issued.	
(iv) Subject to an ongoing maintenance order – if it is subject to such an order at the date when the certificate is issued	No
(v) Subject of a site audit statement – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	No
(vi) Has Council adopted a policy for possible contaminants on this land	No
(n) Is there an item of environmental heritage on the land?	No
(o) Is the land within a conservation area?	No
(p) Does the land include or comprise a critical habitat?	No
(q) Is the land subject to flooding or development controls for flooding?	No
(r) Is the land within an Environmentally Sensitive Zone?	No
(s) Has an order under Trees (Disputes between Neighbours) Act for work been made on this land?	No
(t) Is the property affected by the Ministers determination under Part 3A for Major and/or Critical Infrastructure?	No
(u) Is the land subject to: <ul style="list-style-type: none"> i. A current site compatibility certificate for housing for the senior or people with a disability. ii. A restriction as to who may live in the building. 	No No
(v) Is the land subject to a Site Compatibility Certificate for Infrastructure Development.	No
(w) State whether there is a current site compatibility certificate (affordable rental housing) of which the Council is aware.	Not applicable
(x) State whether or not complying development may be carried out on the land under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP) and, if no complying development may be carried out on the land under that policy, the reason why complying development may not be carried out on that land.	Yes – Complying Development under the Codes SEPP may be carried out on this land.

APPLIES TO ALL CODES	
Land within a heritage conservation areas or a draft heritage conservation area	Unless the development is for a detached outbuilding
Land that is in the 25 ANEF Contour or a higher ANEF contour	Unless the development is for the erection of ancillary development
Riverfront area	N/A
Land identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being coastal erosion hazard	N/A
Land that is subject to a bio-banking agreement under Part 7a of the Threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003	N/A
Un-sewered land: -To which Drinking Water Catchments Regional Environmental Plan No.1 applies; or - in any other drinking water catchment identified in any other environmental planning instrument	N/A
Land that is identified a special area under the Sydney Water Catchment Management Act 1998	N/A
State Environmental Planning Policy (Kosciuszko National Park – Alpine Resorts) 2007	N/A
State Environmental Planning Policy (Western Sydney Parklands) 2009	N/A
Land that is within 18km of the land owned by the Australian National University at Siding Spring	N/A
Land that comprises , or on which there is an item that is listed on the State Heritage Register under the Heritage Act 1977 or that is subject to an interim heritage order under the Heritage Act 1977	N/A
Land identified as an environmentally sensitive area under this policy: -The coastal waters of the state -A coastal lake -Land to which state environmental planning policy no.26 – Littoral Rain forests applies and land within 100m, -Land reserved as an aquatic reserve under the Fisheries Management Act 1994 -Land within a wetland of international significance declared under the Ramsar Convention on Wetlands or within a World heritage Area declared under the World Heritage Convention and within 100m -Land identified in this or another environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance, -Land reserved under the National Parks and Wildlife Act 1974 or land to which Part 11 of that Act applies, -Land reserved or dedicated under the Crown Lands Act 1989 for the preservation of flora, fauna, geological formations or for other environmental protection purposes -Land identified as being critical habitat under the Threatened Species Conservation Act 1995 or Part 7A of the Fisheries Management Act 1994.	No No No No No No No No
Land that is critical habitat	N/A

Land within a wilderness area (identified under the <i>Wilderness Act 1987</i>)	N/A
EXEMPT DEVELOPMENT CODE	
Designated Development	Any development that is listed as Designated Development in schedule 3 of the Environmental Planning and Assessment Regulation 2000 can not be considered as complying development
GENERAL HOUSING CODE	
Development that requires concurrence	Any development that requires concurrence can not be considered as complying development
Land that comprises, or which there is, a heritage item or draft heritage item	N/A
Land that is reserved for a public purpose in an environmental planning instrument	N/A
Land identified on an Acid Sulfate Solis Map as being Class 1 or Class 2	N/A
Land that is declared to be a special area under the <i>Sydney Water Catchment Management Act 1998</i>	N/A
Excluded land identified by an environmental planning instrument; -within a buffer area -within a river front area -within an ecological sensitive area -Environmentally sensitive land, or -Land identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being a coastal erosion hazard	No No No No No
HOUSING ALTERATIONS CODE	
Development that requires concurrence	Any development that requires concurrence can not be considered as complying development
Land that comprises, or which there is, a heritage item or draft heritage item	N/A
GENERAL DEVELOPMENT CODE	
Development that requires concurrence	Any development that requires concurrence can not be considered as complying development
Land that comprises, or which there is, a heritage item or draft heritage item	N/A
DEMOLITION CODE	
Development that requires concurrence	Any development that requires concurrence can not be considered as complying development
Land that comprises, or which there is, a heritage item or draft heritage item	N/A
Disclaimer This certificate only addresses matters raised in Clause 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.	

The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.

Date: 12 December, 2014
Shire of HAY

Allen Dwyer
General Manager



CERTIFICATE UNDER SECTION 149(5)

Environmental Planning and Assessment Act 1979

Pursuant to Section 149(5): the applicant requests advice as to whether the matters raised by the enquiries hereunder affect the land described in the attached application.

Name of Applicant:	Cater & Blumer	Applicant's Reference:	MC:MC:42313
Address:	PO Box 479 Griffith NSW 2680	Telephone No:	
Owner of Property:	Riverina Land Development Pty	Street/Property Name:	Macauley St
Street No:	460	Council's Assessment No:	1010788
Locality:	Hay	Council's Trim No:	114/4142
		County:	Waradgergy
Lot:	23	Parish:	Hay
		Section:	
DP:	542742	Portion	

ISSUED IN RESPECT OF THE ABOVE LAND

Information Requested	Reply
(a) Does an Onsite Sewerage Management Agreement exist for a septic tank on the land?	No
(b) Is the land affected by a Tree Preservation Order?	No
(c) Has any development consent with respect to the land been granted within the previous two years?	Yes – DA 2013-022, 2014-036
(d) What is the current approved use of the property?	Residential
(e) Is the current use of the property in accordance with such approval?	Yes

The above information has been taken from Council's records but Council cannot accept any responsibility for any omission or inaccuracy.

Date: 12 December, 2014

Fee: \$0.00

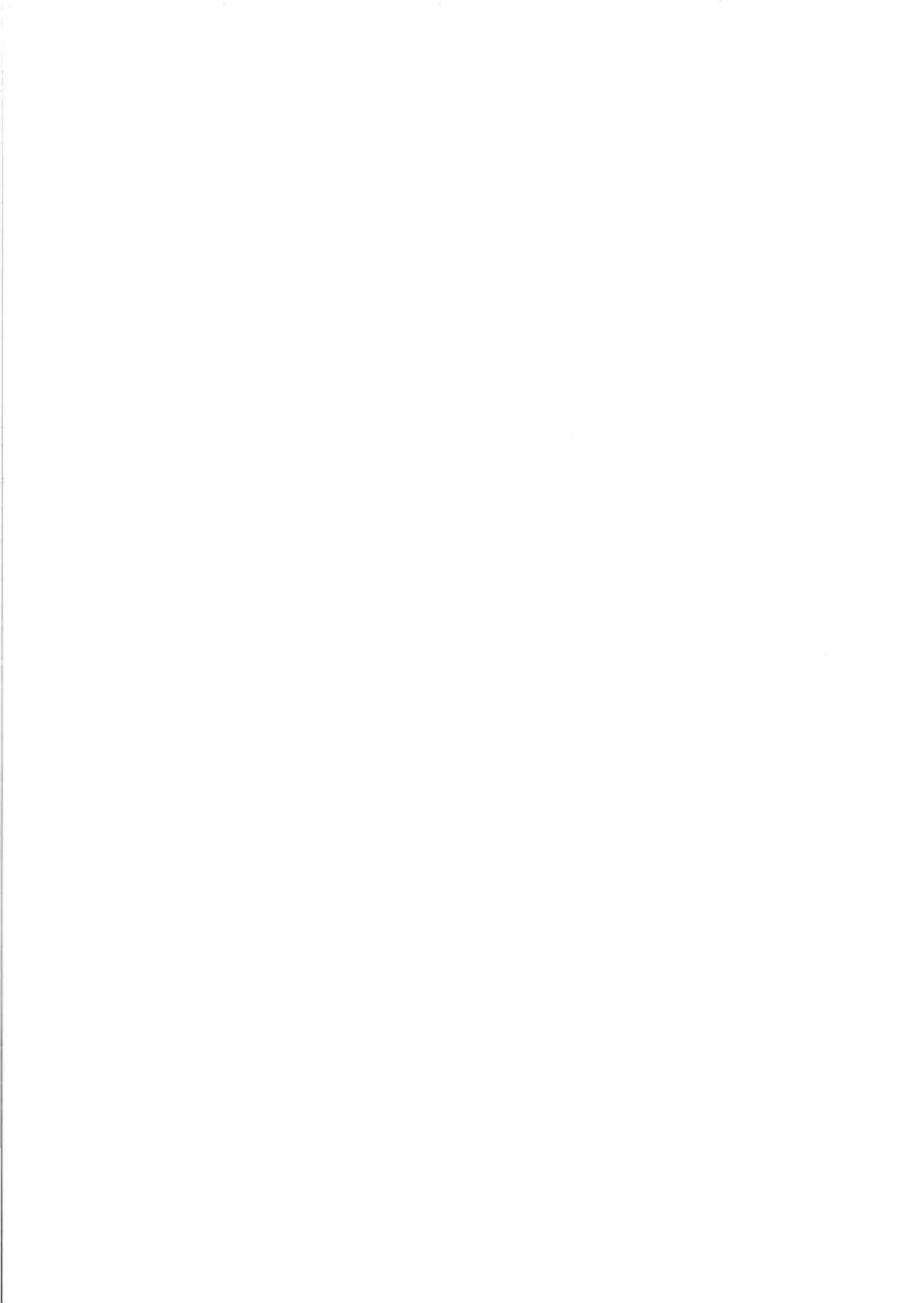
Receipt: 62847

Shire of HAY

Allen Dwyer

General Manager





Hay Shire Council

DETAILS OF ENVIRONMENTAL PLANNING INSTRUMENTS APPLYING TO LAND IN HAY SHIRE COUNCIL LOCAL GOVERNMENT AREA

NAME OF PLANNING INSTRUMENT	EFFECT OF PLANNING INSTRUMENT ON THE LAND
Hay Shire Council Local Environment Plan	Sets out land use zones, use controls and development standards
State Environmental Planning Policy No 1 – Development Standards	This policy provides flexibility in the application of planning controls and development standards in circumstances where strict compliance with those standards would, in any particular case, be unreasonable or unnecessary or tend to hinder the attainment of the objects specified in section 5(a)(i) and (ii) of the Act. Subject to the concurrence of the Department of Planning.
State Environment Planning Policy No 4 – Development Without Consent	This policy is designed to permit development for a purpose which is of minor environmental significance and development for certain purposes. It permits rainwater tanks in urban areas, it also permits film production on private/public lands.
State Environmental Planning Policy “Senior Living” 2004 Housing for Older People or People with a Disability	This Policy permits this form of housing in urban and rural zones providing the location, the height of buildings and the number of storeys, specifying the design standard are to be determined for accessibility and affordability to such development. Certain lands now require a “site compatibility certificate” from the Department of Planning before being permitted.
State Environmental Planning Policy No 6 – Number of Storeys in a building	The aims, objectives, policies and strategies of this Policy are to remove any confusion arising from the interpretation of provisions in environmental planning instruments which control the height of buildings by reference to the number of storeys, floors or levels which the building contain, by specifying the manner in which that number is to be determined.
State Environmental Planning Policy No 21 – Caravan Parks	The aim of this Policy is to encourage the orderly and economic use and development of land used or intended to be used as a caravan park catering exclusively or predominately for short-term residence (such as tourists) or long-term residence, or catering for both; and the proper management and development of land so used, for the purpose of promoting the social and economic welfare of the community; and the provision of community facilities for land so used; and the protection of the environment of, and in the vicinity of, land so used
State Environmental Planning Policy No 22 – Shops and Commercial Premises	The aim of this policy is to permit within a business zone the change of use of a building lawfully used for a particular kind of commercial premises to another kind of commercial premises or to a shop; or the change of use of a building lawfully used for a particular kind of shop to another kind of shop or to a commercial premises, even though that change of use is prohibited under another environmental planning instrument, if the consent authority is satisfied the change of use will not have more than a minor environmental effect and is in keeping with the objectives (if any) of the zone; and development consent is obtained for the change of use from that consent authority.

<p>State Environmental Planning Policy No 30 – Intensive Agriculture</p>	<p>The aims of this Policy are: to require development consent for cattle feedlots having a capacity to accommodate 50 or more head of cattle and piggeries to having the capacity to accommodate 200 or more pigs or 20 or more breeding sows; and to provide for public participation in the consideration of development applications for the cattle feedlots or piggeries of this size; and to require that, in determining a development application for cattle feedlots or piggeries of this size, the consent authority is to take into consideration:</p> <ol style="list-style-type: none"> I. the adequacy of information provided; and II. the potential for odour, water pollution and soil degradation; and III. measures to mitigate potential adverse impacts; and IV. measures for the health and welfare of animal; and V. relevant guidelines, so as to achieve greater consistency in environmental planning and assessment for cattle feedlots and piggeries
<p>State environmental Planning Policy No 32 – Consolidation (Redevelopment of Urban Land)</p>	<p>This policy aims to promote the orderly and economic use and development of land by enabling urban land which is no longer required for the purpose for which it is currently zoned or used to be redeveloped for multi-unit housing and related development; and to implement a policy of urban consolidation which will promote the social and economic welfare of the State and a better environment.</p>
<p>State Environmental Planning Policy No 33 – Hazardous and Offensive Development</p>	<p>This policy aims to amend the definitions of hazardous and offensive industries where used in environmental planning instruments; and to render ineffective a provision of any environmental planning instrument that prohibits development for the purpose of a storage facility on the ground that the facility is hazardous or offensive if it is not a hazardous or offensive storage establishment as defined in this policy; and to require development consent for hazardous or offensive development proposed to be carried out in the Western Division; and to ensure that in determining whether a development is a hazardous or offensive industry, any measures proposed to be employed to reduce the impact of the development are taken into account; and to ensure that in considering any application to carry out potentially hazardous or offensive development, the consent authority has sufficient information to assess whether the development is hazardous or offensive and to impose conditions to reduce or minimise any adverse impact; and to require the advertising of applications to carry out any such development.</p>
<p>State Environmental Planning Policy No 36 – Manufactured Home Estates</p>	<p>The aims of this Policy are to facilitate the establishment of manufactured home estates as a contemporary form of medium density residential development that provides an alternative to traditional housing arrangements; and to provide immediate development opportunities for manufacture homes estates on the commencement of this policy; and to encourage the provision of affordable housing in well designed estates; and to ensure that manufactured home estates are situated only in suitable locations and not on land having important resources or having landscape, scenic or ecological qualities that should be preserved</p>
<p>State Environment Planning Policy No 52 – Farm Dams, Drought Relief and Other Works in Land and Water Management Plan Areas</p>	<p>This Policy aims to require environmental assessment under Part 4 of the Environmental Planning and Assessment Act 1979 of development for the purpose of artificial waterbodies (other than minor works in restricted locations) that will be carried out under farm plans that implemented land and water management plans. Consequently, that development will be able to be lawfully carried out only with development consent granted by the council of the local government area in which it will be carried out and only after a statement of environmental effects or (in the case of large works or those on environmentally sensitive land)</p>

	<p>only after an environmental impact statement has been considered by the council.</p> <p>This Policy also provides for <u>temporary</u> drought relief work by a public authority without development consent.</p>
SEPP 55 – Remediation of Land	Compliance with a state wide policy to identify contaminated land, categories of contamination and remediation process.
SEPP 60 – Exemption and Complying Development	Part 4 requires development consent for subdivisions, demolition and where development consent had been excluded by older Environmental Planning Instruments (E.P.I.) This SEPP will lapse for domestic buildings after 27 th February 2010 when "Exempt & Complying Development Code" comes into force.
SEPP 64 – Advertising and Signage	Sets state wide signage standards for Council to observe (excluding minor change to existing signs).
SEPP 65 – Design Standards for Multi Storey Buildings	Applies to 3 and 4 storey buildings, review panels for assessment and verification procedures.
SEPP BASIX – "Energy & Conservation for Residential Projects"	Applies standards to houses, flats, alterations/additions and swimming pools
SEPP- "Major Projects"	Provides for ministerial determination of projects that are deemed major, significant or critical Infrastructure (including category 1 contaminated land).
SEPP – "Mining, Petroleum Production and Extractive Industries"	Provides for exploration without consent, mining upon mining claim, elsewhere activities require development consent.
"Temporary Structures and Places of Public Entertainment"	<p>Transfers previous standards from the Local Government Act – Fire safety issues and annual fire safety inspection. Certain temporary activities for marquees are exempt or complying if:</p> <ul style="list-style-type: none"> - A current fire safety certificate has been issued - No firearms, no heating, no fireworks, no nitrate films are involved - No dance party (Rave parties) - 2 exits, 4m max height for walls - Floor area 100-300 sqm max area (private function) - Setback 4m and 5m from boundary - No tiered seating - Time Limit 2-7 days - Stage area 50sqm max - Time limits for community events for set days - Complies with noise limits <p>Marquees on licensed premises must be 50m from residences and have a population limit.</p> <p>All other activities requires a Development consent.</p>
<p>State Environmental Planning Policy (Infrastructure) 2007</p> <p>(Note: This policy rescinds a number of existing SEPPs and replaces with provisions as summarised for specific development and activities). The intent is to:</p>	<p>Where land has adaptation by the State Government or a Statutory Agencies/Corporations, These Infrastructure measures may occur.</p> <p><u>Flood Liable Land:</u> A public authority must notify prior intentions of any work affecting flood liable lands.</p>

- Improve regulatory certainty for infrastructure and services
- Nominates location for infrastructure
- Disposal of surplus Government lands
- Have certain infrastructure exempt
- Define where development requires consultation and referral
- Revise time frames for consultations between Council and statutory agencies and corporations.

Additional uses of State land:

A site compatibility certificate can be issued by the Director General for additional uses.

Exemptions for Statutory agencies/Corporations:

Generally exemptions for minor structures on government land.

Air transport facilities:

Indicates zonings where air transport facilities are permissible.

Correctional Centres:

Indicates zonings where correctional centres are permissible.

Educational Establishments:

Indicates zonings where government and non-government schools are permissible and where some development is exempt.

Electricity Generating Works and Distribution:

Indicates zoning where energy industries are permissible and setting limits or exemption for development standards.

Development Near Infrastructure Services:

Nominates clearances between structures and services where referrals have to be given to Service Providers for assessment.

Energy Service facilities, Bushfire Hazard and Flood mitigation work:

Defines exemptions for maintenance measures.

Forestry:

Defines exemptions for forestry work.

Gas pipe lines and corridors:

Defines clearances required o pipelines and corridors.
Exemptions for service providers.

Health Services Facilities:

Indicates zones for Health Services. Defines acceptable uses for Health Services and exemptions.

Housing and Group Homes:

Indicates acceptable zonings for disability housing. Housing maybe permitted without consent of up to 5 bedrooms. Council can not refuse these developments in the absence of a community assessment.

Parks and Public Reserves:

Development of Parks & Reserves is permissible and exemptions from consent is given for routine development.

Research Stations:

States zonings where research stations are permissible.

Roads and Traffic:

States exemptions for road works. Requires development to be referred to the RTA for hwy's and classified roads. Development can include subdivisions, development in excess of \$150,000, Strata titled development and specific traffic generating categories.

Soil Conservation Work:

Defines exemptions for work by public authorities.

Stormwater Management Systems:

Defines exemptions for Stormwater Management Systems by public authorities.

Telecommunications and other Communication Facilities:

Defines exemptions for service providers.

Travelling Stock Reserves:

Defines limitations upon developing reserves.

Waste Facilities:

Indicates acceptable zoning for waste facilities, including resource recovery.

Water Supply:

Defines acceptable zonings for water processing and supply facilities. Exemptions given for some activities.

Foreshore Stabilization:

Exemptions given to public authorities for stabilization works. Drought works may be exempt.

SEPP "Rural Lands 2008"

SEPP "Exempt & Complying Development Codes 2008"

- Provides for subdivision of Rural Lands for agricultural purposes (but not residential)
- Extinguishes any new subdivision lots as a concessional entitlement under ci.12A Hay LEP 1998
- Provides for consideration of any subdivision or dwelling application to observe "Rural Planning Principals"

- This SEPP comes into force from the 27th February 2009 for "Exempt & Complying" Development (amended 7 September 2009), except for:
 - Land located in a flood control zone.
 - Land located in a bushfire hazard zone.
 - Land designated as "Environmentally Sensitive Land"
 - Where the Hay LEP 1998, DCP No.1 prevails until the 27th February 2010.

- Lands affected by flood control zones are (see maps):
 - Booligal (Village)
Land east and north of the Lachlan River to Hay St and Adelaide Sts.

	<ul style="list-style-type: none">• <u>Hay (Town)</u> Land south of the Murrumbidgee River to the Sturt Highway Land north of the Murrumbidgee River to Macauley St.• <u>Maude (Village)</u> Land north of the Murrumbidgee River to Nimmie St. <p>- Lands affected by Bushfire Hazard maps prepared by the NSW Rural Fire Service and available for inspection at the Council Offices.</p>
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HAY SHIRE COUNCIL

Local Environmental Plan Zone	Objectives of Zone (1)	Without Development Consent (2)	Only with Development Consent (3)	Prohibited (4)
<p>RU1 – Primary Production.</p>	<ul style="list-style-type: none"> • To encourage sustainable primary industry production by maintaining and enhancing the natural resource base. • To encourage diversity in primary industry enterprises and systems appropriate for the area. • To minimise the fragmentation and alienation of resource lands. • To minimise conflict between land uses within this zone and land uses within adjoining zones. 	<p>Environmental protection works; Extensive agriculture; Home-based child care; Home occupations; Roads; Water reticulation systems</p>	<p>Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Cellar door premises; Cemeteries; Community facilities; Correctional centres; Depots; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Helipads; Home businesses; Home industries; Home occupations (sex services); Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities</p>	<p>Any development not specified in item 2 or 3</p>

Local Environmental Plan Zone	Objectives of Zone (1)	Without Development Consent (2)	Only with Development Consent (3)	Prohibited (4)
			(major); Recreation facilities (outdoor); Roadside stalls; Rural industries; Rural workers' dwellings; Veterinary hospitals; Water recreation structures; Water supply systems	
RU4 – Rural Small Holding.	<ul style="list-style-type: none"> • To enable sustainable primary industry and other compatible land uses. • To encourage and promote diversity and employment opportunities in relation to primary industry enterprises, particularly those that require smaller lots or that are more intensive in nature. • To minimise conflict between land uses within this zone and land uses within adjoining zones. 	Environmental protection works; Extensive agriculture; Home-based child care; Home occupations; Roads; Water reticulation systems	Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Cellar door premises; Community facilities; Depots; Dwelling houses; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Freight transport facilities; Helipads; Home businesses; Home industries; Home occupations (sex services); Industrial training facilities; Information and education facilities; Intensive plant agriculture; Jetties; Landscaping material supplies; Open cut mining;	Waste disposal facilities; Any other development not specified in item 2 or 3

Local Environmental Plan Zone	Objectives of Zone (1)	Without Development Consent (2)	Only with Development Consent (3)	Prohibited (4)
			Plant nurseries; Recreation areas; Roadside stalls; Rural industries; Veterinary hospitals; Waste or resource management facilities; Water recreation structures; Water supply systems	
RU3 - Forestry	<ul style="list-style-type: none"> • To enable development for forestry purposes. • To enable other development that is compatible with forestry land uses. 	Uses authorised under the Forestry Act 1916	Roads	Any development not included in column 2 or 3.
RU5 - Village	<ul style="list-style-type: none"> • To provide for a range of land uses, services and facilities that are associated with a rural village. • To ensure that development in village areas is compatible with the environmental capability of the land, particularly in terms of the capacity of that land to accommodate on-site effluent disposal. • To retain and facilitate expansion and redevelopment of the existing central business district of the Hay urban area and to further strengthen the core retail functions of this area. 	Environmental protection works; Home-based child care; Home occupations; Roads; Water reticulation systems	Child care centres; Community facilities; Dwelling houses; High technology industries; Home industries; Liquid fuel depots; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Schools; Any other development not specified in item 2 or 4	Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Cellar door premises; Electricity generating works; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Heavy industrial storage establishments; Industries; Marinas;

Local Environmental Plan Zone	Objectives of Zone (1)	Without Development Consent (2)	Only with Development Consent (3)	Prohibited (4)
	<ul style="list-style-type: none"> • To encourage appropriate business development at the intersection of Cobb, Mid-Western and Sturt Highways that services the needs of the travelling public. • To encourage appropriate tourist development within the Hay urban area. 			<p>Mooring pens; Moorings; Open cut mining; Roadside stalls; Rural industries; Rural workers' dwellings; Sex services premises; Waste disposal facilities; Wharf or boating facilities</p>
<p>Zone IN1 - General Industrial</p>	<ul style="list-style-type: none"> • To provide a wide range of industrial and warehouse land uses. • To encourage employment opportunities. • To minimise any adverse effect of industry on other land uses. • To support and protect industrial land for industrial uses. • To encourage the establishment of new industry on land which is well separated from residential areas, has good road access and can be economically serviced. • To enable other land uses that provide facilities or services to meet the day to day needs of workers in the zone and its vicinity. 	<p>Environmental protection works; Roads; Water reticulation systems</p>	<p>Animal boarding or training establishments; Aquaculture; Boat building and repair facilities; Boat launching ramps; Boat sheds; Car parks; Community facilities; Correctional centres; Crematoria; Depots; Environmental facilities; Extractive industries; Freight transport facilities; Funeral homes; General industries; Helipads; Heliports; Highway service centres; Industries; Industrial retail outlets; Industrial training facilities; Jetties; Kiosks; Landscaping material supplies; Light industries; Mortuaries;</p>	<p>Any other development not specified in item 2 or 3</p>

Local Environmental Plan Zone	Objectives of Zone (1)	Without Development Consent (2)	Only with Development Consent (3)	Prohibited (4)
			Neighbourhood shops; Research stations; Restricted premises; Rural industries; Rural supplies; Service stations; Sex services premises; Signage; Storage premises; Take away food and drink premises; Timber yards; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Water supply systems; Wholesale supplies	
Zone SP2 Infrastructure	<ul style="list-style-type: none"> To provide for infrastructure and related uses. To prevent development that is not compatible with or that may detract from the provision of infrastructure. 	Nil	The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose; Roads	Any development not specified in item 2 or 3
Zone SP3 Tourist	<ul style="list-style-type: none"> To provide for a variety of tourist-oriented development and related uses. 	Environmental protection works; Roads; Water reticulation systems	Amusement centres; Camping grounds; Caravan parks; Community facilities; Eco-tourist facilities; Emergency services facilities;	Any development not specified in item 2 or 3

Local Environmental Plan Zone	Objectives of Zone (1)	Without Development Consent (2)	Only with Development Consent (3)	Prohibited (4)
			Entertainment facilities; Environmental facilities; Food and drink premises; Function centres; Helipads; Highway service centres; Information and education facilities; Kiosks; Neighbourhood shops; Passenger transport facilities; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restricted premises; Signage; Tourist and visitor accommodation; Water recycling facilities; Water supply systems	
Zone RE1 Public Recreation	<ul style="list-style-type: none"> • To enable land to be used for public open space or recreational purposes. • To provide a range of recreational settings and activities and compatible land uses. • To protect and enhance the natural environment for recreational purposes. 	Environmental protection works; Water reticulation systems	Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Community facilities; Environmental facilities; Heliports; Information and education facilities; Jetties; Kiosks; Recreation areas; Recreation facilities (indoor); Recreation facilities (major);	Any development not specified in item 2 or 3

Local Environmental Plan Zone	Objectives of Zone (1)	Without Development Consent (2)	Only with Development Consent (3)	Prohibited (4)
			Recreation facilities (outdoor); Roads; Water recreation structures; Water recycling facilities; Water storage facilities	
Zone RE2 Private Recreation	<ul style="list-style-type: none"> • To enable land to be used for private open space or recreational purposes. • To provide a range of recreational settings and activities and compatible land uses. • To protect and enhance the natural environment for recreational purposes. 	Environmental protection works; Water reticulation systems	Airstrips; Amusement centres; Backpackers' accommodation; Boat launching ramps; Boat sheds; Charter and tourism boating facilities; Camping grounds; Community facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Food and drink premises; Function centres; Helipads; Hotel or motel accommodation; Kiosks; Information and education facilities; Jetties; Marinas; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Roads; Research stations; Serviced apartments; Signage; Tourist and visitor accommodation;	Any other development not specified in item 2 or 3

Local Environmental Plan Zone	Objectives of Zone (1)	Without Development Consent (2)	Only with Development Consent (3)	Prohibited (4)
			Water recreation structures; Water recycling facilities; Water supply systems	
Zone E2 Environmental Conservation	<ul style="list-style-type: none"> • To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values. • To prevent development that could destroy, damage or otherwise have an adverse effect on those values. • To ensure that existing and future development is not intensified on land subject to a significant risk of flooding. 	Water reticulation systems	Boat launching ramps; Boat sheds; Camping grounds; Environmental facilities; Environmental protection works; Extensive agriculture; Jetties; Roads; Water recycling facilities; Water treatment facilities	Business premises; Dairies (pasture-based); Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3
E1 – National Parks and Reserves	<ul style="list-style-type: none"> • To enable the management and appropriate use of land that is reserved under the National Parks and Wildlife Act 1974 or that is acquired under Part 11 of that Act. • To enable uses authorised under the National Parks and Wildlife Act 1974. • To identify land that is to be 	Uses authorised under the National Parks and Wildlife Act 1974	NIL	Any development not specified in item 2 or 3

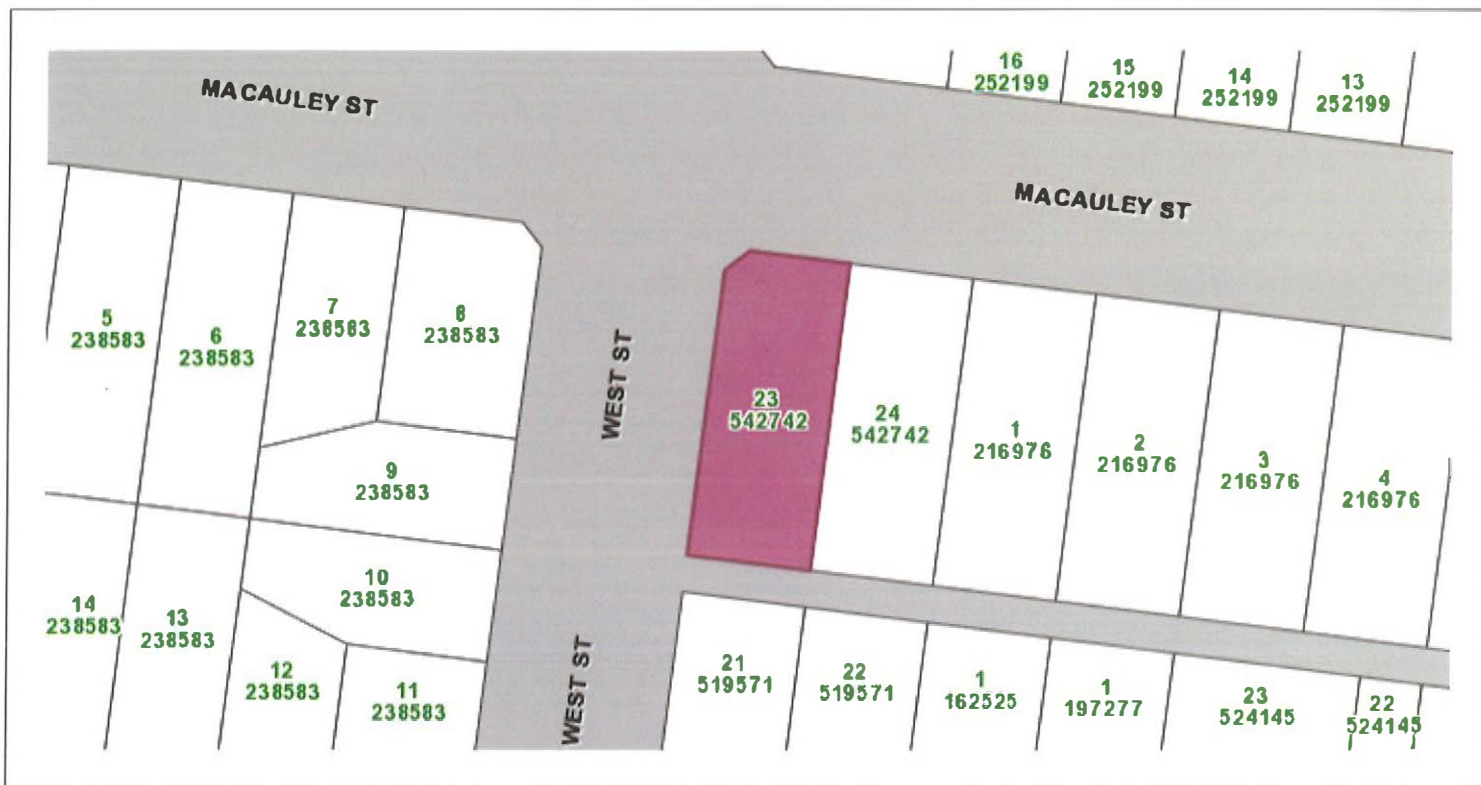
Local Environmental Plan Zone	Objectives of Zone (1)	Without Development Consent (2)	Only with Development Consent (3)	Prohibited (4)
	reserved under the National Parks and Wildlife Act 1974 and to protect the environmental significance of that land.			
Zone W1 Natural Waterways	<ul style="list-style-type: none"> • To protect the ecological and scenic values of natural waterways. • To prevent development that would have an adverse effect on the natural values of waterways in this zone. • To provide for sustainable fishing industries and recreational fishing. 	Nil	Aquaculture; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Emergency services facilities; Environmental facilities; Environmental protection works; Information and education facilities; Jetties; Moorings; Recreation areas; Research stations; Roads; Water recreation structures; Water supply systems	Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3
Zone W2 Recreational Waterways	<ul style="list-style-type: none"> • To protect the ecological, scenic and recreation values of recreational waterways. • To allow for water-based recreation and related uses. • To provide for sustainable fishing industries and recreational fishing. 	Nil	Aquaculture; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Charter and tourism boating facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Information and	Industries; Multi dwelling housing; Residential flat buildings; Seniors housing; Warehouse or distribution centres; Any other development not specified in item 2 or 3

Local Environmental Plan Zone	Objectives of Zone (1)	Without Development Consent (2)	Only with Development Consent (3)	Prohibited (4)
			education facilities; Jetties; Kiosks; Marinas; Mooring pens; Moorings; Recreation areas; Recreation facilities (outdoor); Roads; Water recreation structures; Water supply systems	



Feature Report of 460 Macauley Street HAY NSW 27

Created on Friday, 12 December 2014

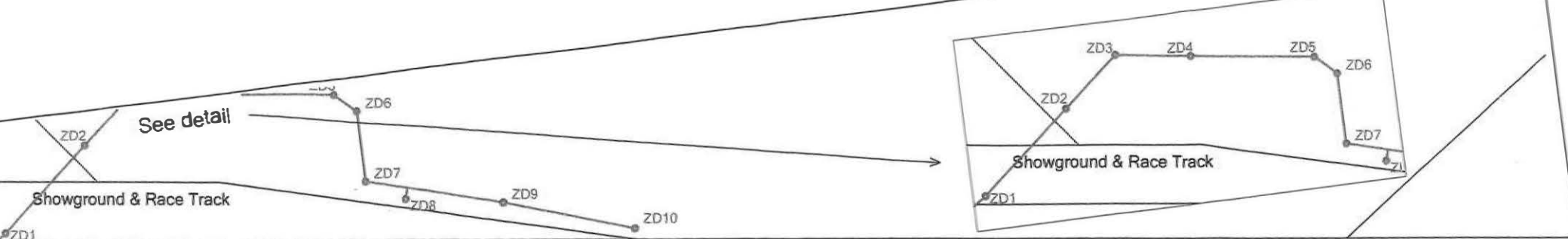


Lot: 23	Assessment No: 1010788
Section:	Rate Zone: R
Plan No: 542742	Rate Class: WM
Title Type:	Owners: Riverina Land Development Pty
Property Name:	Address 1: PO Box 502
Parcel Area:	Address 2:
Locality:	Address 3: HAY NSW 2711

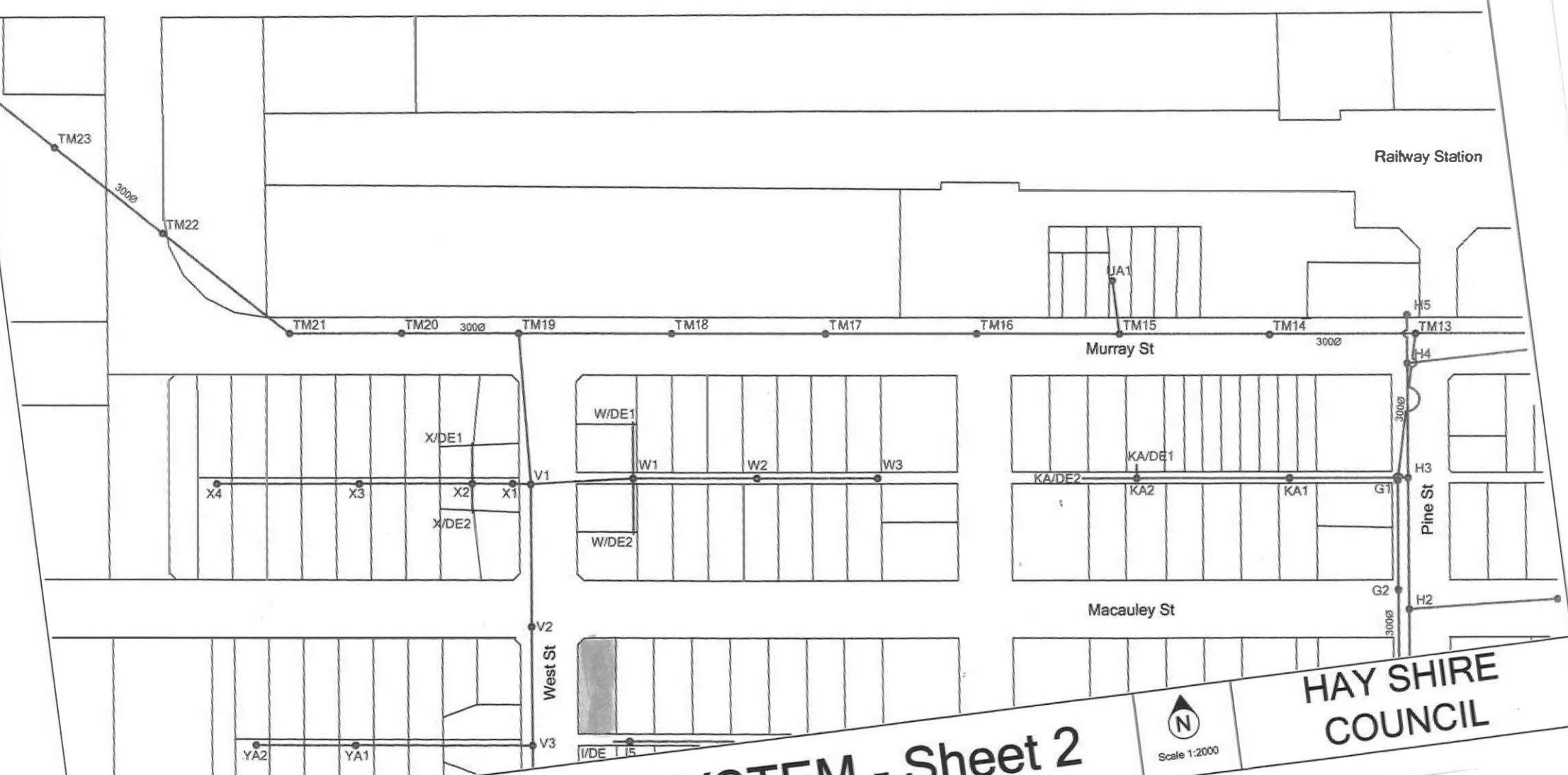
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Showground Rd



HAY SEWERAGE SYSTEM - Sheet 2



HAY SHIRE COUNCIL

PLAN OF SEWERAGE DRAINAGE

FOR

Detail Plan No.

Drainage Plan No. 3/71

Street Macaulay West

Lot 23 Sec.

Ass. No. 984

Fee

By Housing Commission of N.S.W.

Macaulay St.

Scale 50 ft. to 1 in.

This diagram is the property of the proprietor and is to be returned to him on completion of the work.

RAIN OR SURFACE WATER IS NOT TO BE CONNECTED TO SEWER.

All plumbing and drainage work shown on diagram in connection with this plan must be executed in accordance with Ordinance No. 46 of the Local Government Act, 1919, and to the satisfaction of the Council and no responsibility will be taken for same unless official certificates are obtained by licensed plumbers.

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

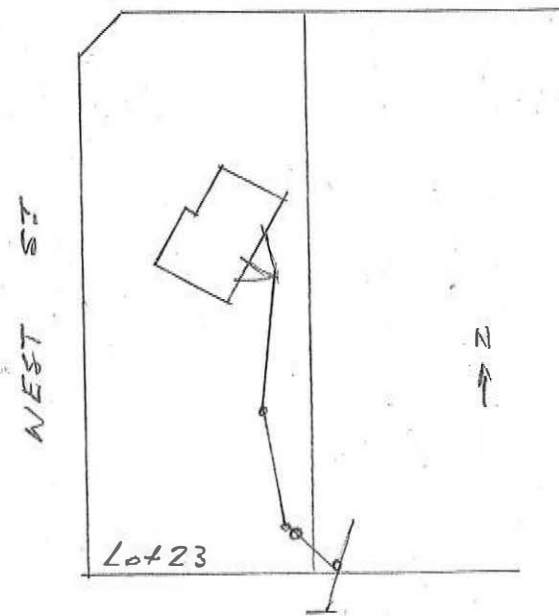
All drainage work must be tested before covering in.

Junction: Feet In from downstream manhole. Approximate Depth

NOTES

● Boundary Trap.	I.P. Inspection Pipe.	I.V. Induct Vent Pipe.
☒ Gully.	I.J. Inspection Junction.	W.C. Water Closet
K.S. Kitchen Sink.	B.W. Bath Waste.	S.V. Soil Vent Pipe.
I.B. Inspection Bend.	G.T. Grease Trap.	E.V. Educt Vent Pipe.
T. Tubs.	L.B. Lavatory Basin	S.R. Shower Recess.

MACAULEY ST



Hay 5th April 1971 [Signature]
Officer in Charge.

To assist us in processing your request in a timely manner, please complete appropriate sections in full (as missing details may result in delays).

- This request must be signed by all parties to your loan (including Guarantors), not only property owner(s).
- Any fields that are not applicable should be marked N/A.
- For business loans please contact your Relationship/Business Manager to arrange for release of property.
- For all enquiries please call 1800603 361
- ANZ requires a minimum of seven business days to process a release request. More complex scenarios may require additional processing time. Changes to instructions will require rework of the request, and extend the processing time.
- Please use BLOCK CAPITALS to complete this form.

To determine the type of release and sections to be completed, please refer below:		
Sale	The property has been sold.	Complete all sections, except D
Partial Release	Multiple properties are held over one or more loans and you wish to release a property. Loans are required to be paid in full or reduced to a value conditional on ANZ approval.	Complete all sections, except D
Security Swap	A property held under a loan with ANZ is being sold or released and another security is to be taken as substitution. This could also include security over a Term Deposit. A property valuation may be required and ANZ will arrange this. To substitute your releasing property with a new purchased property, both properties must settle on the same date.	Complete all sections, except D
Section 27 (Victoria Properties Only)	If you have sold your property and a Contract of Sale has been signed by all parties, the purchaser may agree to release the deposit paid to you prior to settlement. Certain conditions need to be met and agreed between your solicitor and the purchaser. A Section 27 certificate will be provided to your nominated representative indicated in section B.	Complete all sections, except D
Loan Repaid (Nil Debt)	Loan(s) over the property has been paid in full.	Complete sections A,B,C,D,E,H
Refinance	Arrangements have been made with another Financial Institution to repay loan(s) with ANZ.	Complete all sections, except D
Internal ANZ Refinance	Refinancing or restructuring loans with ANZ. This may involve a change in ownership of properties or change in security for your loans. E.g. New loan application in progress may clear existing loan(s) held with ANZ. Please indicate this in Section E.	Complete all sections
Change to previously submitted request	If you have already made a request and wish to make amendments please indicate. ANZ will endeavour to meet these requirements subject to sufficient notice being given.	Please indicate in Section C and complete applicable sections in full
Deceased Estates	ANZ will require a copy of the Death Certificate or probate along with this completed Authority	N/A

Email your request to: releases@anz.com

Alternatively, you can mail your request to:

Releases & Security Variations,
Level 4C, ANZ Centre,
833 Collins Street,
Docklands, VIC 3008.

Or, fax your request to:

Please fax pages 2, 3 and 4 to the Releases & Security Variations Team on 1300 764 916

An acknowledgement of receipt will be sent within 24 hours to the fax number listed in section B only.

If a request is for return of title, items will be sent via registered post and require the title owner(s) or representative named in Section B to sign confirmation of receipt at collection.

FEES AND CHARGES

ANZ fees relating to the settlement, lodgement and preparation of a discharge are contained in your Letter of Offer and the ANZ Personal Banking - General Fees and Charges booklet available at any ANZ Branch or from the ANZ website at www.anz.com

Government registration fees may also apply.

