

Contract for the sale and purchase of land 2018 edition

TERM

MEANING OF TERM

eCOS ID: 50343985

NSW Duty:

vendor's agent Without the intervention of an agent

Phone:

co-agent

Fax:

vendor

PETER JAMES BERLIS

Ref:

PO Box 2057 KAMBAH ACT 2902

vendor's solicitor

Meyer Vandenberg

Phone: 02 6279 4359

GPO Box 764 Canberra ACT 2601

Fax: 02 6279 4455

Ref: CBE: 1803756

date for completion 42 days after the contract date

(clause 15)

Email: Christina.Berlis@MVLawyers.com.au

land 49 MELALEUCA CRES CATALINA NSW 2536

(Address, plan details
and title reference)

LOT 92 IN DEPOSITED PLAN 815513

92/815513

improvements

☒ VACANT POSSESSION

☐ Subject to existing tenancies

☒ HOUSE ☒ garage

☐ carport

☐ home unit

☐ carspace

☐ storage space

☐ none ☐ other:

attached copies

☐ documents in the List of Documents as marked or as numbered

☐ 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

☒ dishwasher

☒ light fittings

☒ stove

☒ built-in wardrobes

☒ fixed floor coverings

☒ range hood

☐ pool equipment

☒ clothes line

☒ insect screens

☐ solar panels

☒ TV antenna

☒ curtains

☒ other: Spa, Outdoor BBQ, TV x4, Shed, Foxtel antenna

exclusions

purchaser

purchaser's solicitor

Phone:

Fax:

Ref:

price

\$

Email:

deposit

\$

(10% of the price, unless otherwise stated)

balance

\$

contract date

(If not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

1803756

50343985

vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

proposed electronic transaction (clause 30)

☒ no ☐ YES

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 38-6
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *RW payment*
(residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

RW payment (residential withholding payment) further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by 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.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office
Council
County Council
Department of Planning and Environment
Department of Primary Industries
East Australian Pipeline Limited
Electricity and gas
Land & Housing Corporation
Local Land Services
NSW Department of Education

NSW Fair Trading
NSW Public Works Advisory
Office of Environment and Heritage
Owner of adjoining land
Privacy
Roads and Maritime Services
Subsidence Advisory NSW
Telecommunications
Transport for NSW
Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

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

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>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>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>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving 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 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 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.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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 *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 Normally, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 Normally, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the GST rate ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 Normally, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 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 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party 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.
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by 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 prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 Normally, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached ~~was attached~~ to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

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 email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; 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, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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 clauses 2 and 3.2.

21.6 Normally, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is 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;
- 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; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice 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 an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 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. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 normally, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) 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 under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the 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) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits *only* that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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SPECIAL CONDITIONS

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SPECIAL CONDITIONS

32 DEFINITIONS

- 32.1 Unless otherwise stated, the italicised terms that are defined in the Printed Terms of the Contract have the same meanings in these Special Conditions.
- 32.2 The following words have these meanings in these Special Conditions unless the contrary intention appears:

Building Legislation means the *Environmental Planning and Assessment Act 1979* (NSW), *Local Government Act 1993* (NSW), and the *Disability Discrimination Act 1992* (Cth) or their substitutes or any other *legislation* enacted before or after the Contract Date, including any repealed Acts, regulations, ordinances, environmental planning instruments, state environmental planning policies and local environmental plans.

Claim means, in relation to any person or corporation, a claim, action, proceeding, damage, loss, expense, cost or liability incurred by or to be made or recovered by or against the person or corporation, however arising or whether present, unascertained, immediate, future or contingent and includes, without limitation, a claim for compensation.

Contract Date means the date of formation of this Contract.

Corporations Act means the *Corporations Act 2001* (Cth).

Date of Completion means the date on which Completion actually occurs.

Date for Completion means the date shown as the date for completion in the Schedule.

Deposit means the amount shown as the deposit in the Schedule.

Environmental Requirement means any law, order, guideline, direction, request or requirement (whether or not having the force of law) about or relating to the environment, planning, building or local government, including any of those things about:

- (a) land use, planning and development or occupation of land or buildings;
- (b) heritage preservation, protection, exploration, exploitation, development or conservation of natural or cultural resources;
- (c) pollution or contamination of air, water or soil;
- (d) waste disposal, waste generation, recycling or treatment;
- (e) chemical, toxic, hazardous, poisonous or dangerous substances;
- (f) noise or odour;
- (g) protection of the environment from harm or degradation; or
- (h) occupational health and safety.

Governmental Agency includes (but is not limited to) any government, whether federal, state, territorial or local and any minister, department, authority, agency or other organ of government.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and associated *legislation*.

Price means the amount shown as the price in the Schedule.

Printed Terms means the printed terms and conditions of the Law Society of New South Wales and The Real Estate Institute of New South Wales form of Contract for the Sale and Purchase of Land 2016 edition to which these Special Conditions are attached.

Purchaser is the purchaser as stated on the Schedule.

Schedule means the schedule on the front page of this Contract.

Services means a service for the *property*, being a joint service or passing through another property, or any service for another property passing through the *property*, and includes air, communication, drainage, sewerage, water, electricity, garbage, gas, oil, radio, telephone, television, cable and internet services.

Special Conditions means these clauses starting at clause 32.

Substance means any substance or thing which is or may be an emission to the environment or harmful to the environment or the health or safety of any person or may cause damage to property and includes: asbestos, polychlorinated biphenyls, heavy metals, chemicals, contaminants and any other matter whether in solid, liquid or gaseous form, or whether naturally occurring or man-made.

Vendor is the vendor as stated on the Schedule.

33 INTERPRETATION

33.1 Where any inconsistency arises between any documents forming part of this Contract the documents are to be interpreted in the following order:

- (a) this Contract and these Special Conditions; which prevail over
- (b) any other document included as an exhibit.

33.2 If there is any inconsistency between these Special Conditions and the clauses of the Printed Terms then these Special Conditions will prevail.

33.3 In this Contract, unless the context otherwise requires:

- (a) a reference to a gender includes a reference to any gender;
- (b) references to any person or any *party* include references to their or its respective successors, permitted assigns or substitutes, executors and administrators;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Contract have a corresponding meaning;
- (d) an expression importing a natural person includes any company, firm, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (e) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (f) no provision of this Contract will be construed adversely to a *party* solely on the ground that the *party* was responsible for the preparation of this Contract or that provision;
- (g) a reference to a body other than a *party* to this Contract, (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or

- (ii) whose powers or functions are transferred to another body,
is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (h) a reference to a thing includes the whole and each part of it;
- (i) a reference to dollars or "\$" means Australian dollars;
- (j) "include" (in any form) when introducing a list of items does not limit the meaning of words to which the list relates to those items or to items of a similar kind; and
- (k) references to a *party* include a reference to the representative member of the Goods and Services Tax group (as defined in the GST Law) to which the *party* belongs to the extent that the representative member has assumed rights, entitlements, benefits, obligations and liabilities which would remain with the *party* if the *party* were not a member of a Goods and Services Tax group.

34 AMENDMENTS TO PRINTED TERMS

34.1 The Printed Terms of the Contract are amended as follows:

- (a) at clause 1 the definition of 'bank' is amended by deleting 'a building society or credit union';
- (b) at clause 5.2.3 the words 'within a reasonable time' is deleted and replaced with the words 'within 21 days after the date of this Contract';
- (c) clause 7.1.1 is deleted and the replaced with the words 'any amount is claimed';
- (d) clauses 10.1.8 and 10.1.9 amended by deleting the words 'substance' and 'disclosed' and replaced with the words 'existence' and 'noted' respectively;
- (e) clause 15 is amended by adding 'if the Purchaser does not complete the Contract by the completion date then the Purchaser shall pay to the Vendor on the Date of Completion an additional sum of \$330.00 inclusive of GST.'; and
- (f) clauses 16.5 and 16.8 is deleted.

35 AGENT

- 35.1 The Purchaser warrants that it was not introduced to the Property or to the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale other than the Vendor's agent, if any, specified in the Contract.
- 35.2 The Purchaser will indemnify the Vendor against any claim for commission and any costs or expenses, by any real estate agent or other person arising out of any such introduction of the Purchaser.
- 35.3 This Special Condition 35 does not merge on Completion.

36 NOTICE TO COMPLETE

- 36.1 If Completion does not take place on the Date for Completion, either *party* may at any time after the Date for Completion, *serve* the other *party* a notice to complete ('**Notice to Complete**').
- 36.2 At the time the Notice to Complete is *served*, the *party* serving the Notice to Complete must not be in default under the Contract and must be ready willing and able to complete this Contract but for the default or omission of the other *party*.

- 36.3 Notwithstanding any rule of law or equity to the contrary, the parties agree that a 14 days from the date of *service* of the notice is sufficient time allowed for Completion.

37 INTEREST

- 37.1 If Completion does not take place by the Date for Completion, then in addition to any other right that the Vendor may have under this Contract or otherwise, the Purchaser will on Completion by way of an adjustment in the Vendor's favour:
- (a) pay to the Vendor interest of 10% per annum calculated on a daily basis on the balance of the Price from the Date for Completion to the Date of Completion (inclusive); and
 - (b) any other monies payable by the Purchaser to the Vendor under this Contract.
- 37.2 The obligation of the Purchaser to pay interest to the Vendor is an essential term of this Contract.
- 37.3 If Completion of this Contract is delayed solely as a result of the Vendor default then interest is not to be charged for the period during which Completion was delayed solely for this reason.

38 WATER USAGE

- 38.1 The Vendor must on Completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying the number of unbilled days up to and including the adjustment date by the average charge per day for usage for the last period for which an account issued.
- 38.2 The Vendor is not required to adjust on Completion any amount for water and sewerage usage charges if the Purchaser has not served on the Vendor's solicitor a section 603 certificate at least 5 days prior to the Date for Completion.

39 INCLUSIONS IN SALE

The Vendor does not make any representation or warranty about the state of repair or condition of the inclusions and the Purchaser accepts them in their state of repair and condition at the Contract Date.

40 SURVEY REPORT AND BUILDING CERTIFICATE

- 40.1 The Purchaser acknowledges that the Vendor is not in possession of a survey report or building certificate under section 149D of the *Environmental Planning and Assessment act 1979* (NSW) ('**Building Certificate**'). The Purchaser must not request the Vendor to supply a survey report or Building Certificate on or before Completion.
- 40.2 Despite anything contained in this Contract or rule of law to the contrary, the Vendor is not required to do any work or expend any money on or in relation to the *property* nor to make application for or do anything towards obtaining a Building Certificate.
- 40.3 If the Purchaser wishes to obtain a Building Certificate the Purchaser must apply for it at the Purchaser's expense. If the relevant Governmental Authority refuses or fails to issue the Building Certificate, the reason for the refusal or failure will not constitute a defect in title and the Purchaser must not make any objection requisition or claim for compensation or seek to *rescind* or *terminate* this Contract or to delay Completion because of any matter arising from an application for a Building Certificate.

41 STATE OF REPAIR & OTHER MATTERS

- 41.1 The Purchaser acknowledges and agrees that in entering into this Contract the Purchaser:
- (a) has not relied upon any warranty or representation made or any other conduct engaged in by the Vendor or any person on behalf of the Vendor except such as is expressly provided in this Contract;
 - (b) has satisfied itself in all respects and made its own enquiries as to all matters relating to the *property* including the terms, nature and status of the Vendor's interest in the *property*;
 - (c) has relied entirely upon the Purchaser's own enquiries and inspection of the *property*; and
 - (d) is satisfied in all respects as to the nature, quality, condition and state of repair of the *property* (including the soil and sub-strata) and the purposes for which the *property* may be lawfully used.
- 41.2 Subject to clause 10.1.4 of the Printed Terms, the Purchaser acknowledges and agrees that the *property* is sold and accepted by the Purchaser subject to all defects (whether latent or patent) in its present state of repair, condition, dilapidation and infestation.
- 41.3 The Vendor makes no representations or warranties as to the Vendor's compliance with local Council's requirements as to approval or use of the improvements located on the *property*.
- 41.4 The Purchaser acknowledges that the Vendor makes no warranty or representation as to the environmental condition or state of the soil, ground water or substrata or the existence or non-existence of any Substance on or affecting the *property*.
- 41.5 The Purchaser shall not make any requisition, objection or claim for compensation nor be entitled to *rescind* or *terminate* this Contract because of this clause 41.

42 NO CLAIMS BY PURCHASER

- 42.1 The Purchaser may not make any objection requisition or claim for compensation or seek to *rescind* or *terminate* this Contract or to delay Completion because of:
- (a) the existence of any give and take fences or agreements;
 - (b) the boundary fences are not on the correct boundary line or the boundary, or any part of it, is not fenced;
 - (c) the existence of any public or reserved roads intersecting the *property*;
 - (d) the existence of any mineral or exploration grants, leases or licences which have been granted over the *property*;
 - (e) any non-complying dam or water catchment;
 - (f) the Vendor's failure to hold a licence under the *Water Act 1912-1955* or *Water Management Act 2000*; or
 - (g) the Vendor's failure to comply with the legislative requirements for the installation of smoke alarms.

43 CONTAMINATION

- 43.1 The Vendor gives no warranty or express disclosure as to the actual presence, or extent of contamination or otherwise of any Substance on the *property*.

- 43.2 The Vendor will not remove or be required to remove before or after Completion any Substance whether present on the *property* before or after the Contract Date.
- 43.3 Up to and including the Date of Completion, the Vendor must comply with all Environmental Requirements in relation to any Substance but will not be required to remove any Substance prior to or after Completion.
- 43.4 On and from Completion, the Purchaser must comply with all Environmental Requirements in respect of the *property*.
- 43.5 The Purchaser acknowledges that following Completion, the Vendor will not be required to remove any Substance which came into existence or arose before Completion.
- 43.6 The Purchaser acknowledges that following Completion the Purchaser may be required to remove any Substance which came into existence or arose before Completion, at the cost of the Purchaser
- 43.7 The Purchaser is not entitled to *rescind*, *terminate*, delay Completion, object, raise requisition or make any Claim because of any matter disclosed in this clause 43.

44 EXISTING SERVICES

- 44.1 In addition to clause 10.1 of the Printed Terms, the Purchaser takes title subject to and is not entitled to *rescind*, *terminate* or delay Completion, nor to object, requisition or make any Claim in respect of or arising out of any of the following matters:
- (a) the nature, non-location or location, non-availability or availability, non-existence or existence of any of the Services (including pipes, cables and wires) to or in relation to the *property* including the future availability and timing of any installation of any Services where those Services are currently not available to the *property*;
 - (b) the existence of any defects in any Services (including pipes, cables and wires) where available to the *property*;
 - (c) the terms, existence or non-existence of any easements, privileges or rights (whether statutory or otherwise) in respect of any Services affecting or benefiting the *property* or in respect of any entitlement to use those Services;
 - (d) the presence, non-compliance with any law, regulation, codes or otherwise, state of repair or condition of any septic tank or system servicing the *property*;
 - (e) the presence of any sewer, manhole or vent on the *property*; or
 - (f) any water or sewerage main or any underground or surface storm water drain passing through, over or under the *property*.

45 INSOLVENCY OF BUYER

- 45.1 Without affecting any of the Vendor's other rights or remedies, if the Purchaser is a corporation and:
- (a) a petition is presented for the winding up of the Purchaser and is not stayed, withdrawn or discharged within 21 days or a resolution is passed by the Purchaser for its winding up;
 - (b) an administrator or a controller (within the meaning of those expressions in s.9 of the Corporations Act) is appointed over the whole or any part of the assets or undertaking of the Purchaser;
 - (c) a provisional liquidator is appointed in respect of the undertaking of the Purchaser;

- (d) the Purchaser is or becomes an insolvent under administration within the meaning of s.9 of the Corporations Act;
- (e) execution, distress or other like process of any court or authority is levied upon any of the property of the Purchaser for an amount exceeding \$10,000 without it being paid, satisfied, withdrawn or discharged within 21 days; or
- (f) the Purchaser enters into any arrangement or composition with its creditors whether under the provisions of the Corporations Act or otherwise,

then the Purchaser will be deemed to be in default of this Contract and the Vendor may terminate this Contract in accordance with clause 9 of the Printed Terms, or exercise any of its powers and/or remedies arising out of such default under this Contract or otherwise at law.

45.2 Without affecting any of the Vendor's other rights or remedies, if the Purchaser is an individual and:

- (i) dies;
- (ii) becomes incapable because of unsoundness of mind to manage their own affairs;
- (iii) enters into of any arrangement, or transfers any assets, for the benefit of creditors;
- (iv) admits that any of their debts cannot be repaid; or
- (v) anything analogous or of substantially the same effect to any of the events described above,

then the Purchaser will be deemed to be in default of this Contract and the Vendor may terminate this Contract in accordance with clause 9 of the Printed Terms, or exercise any of its powers and/or remedies arising out of such default under this Contract or otherwise at law.

46 STAMP DUTY

- 46.1 The Purchaser will pay all stamp duty (including penalties and fines) which are payable in connection with this Contract.
- 46.2 The Purchaser will indemnify the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the relevant Governmental Agency in relation to those duties.
- 46.3 This Special Condition 46 will not merge or be extinguished on Completion.

47 LAND TAX

- 47.1 Notwithstanding the provisions of clause 14 or any similar principles of law or equity, the purchaser may not refuse to complete this Contract or to delay Completion in any way by reason of any absence of a certificate pursuant to section 47 of the Land Tax Management Act (hereinafter called "Land Tax Certificate" unless, not less than 14 days prior to the Completion Date (or, not less than 7 days prior to the date for completion stipulated in any notice to complete served upon the purchaser by the vendor), the purchaser has served upon the vendor's solicitor notice in writing specifying:
 - (a) that the purchaser has made application for a Land Tax Certificate;
 - (b) the date and number of such application; and
 - (c) the result of such application.

48 GUARANTEE IF CORPORATE PURCHASER

- 48.1 Where the purchaser is a corporation, the vendor requires the purchaser to procure the execution of the Director's Guarantee by 2 directors of the purchaser whereby the directors guarantee to the vendor the performance of the purchaser's obligations under this Contract.

49 REQUISITIONS ON TITLE

For the purposes of clause 5.1, the Purchaser may only submit to the Vendor the form of requisitions on title which are attached to this Contract.

50 GENERAL

- 50.1 The validity, interpretation and performance of this Contract will be governed by the laws of New South Wales and of the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales and of the Commonwealth of Australia in respect of any dispute that arises in connection with this Contract.
- 50.2 This Contract contains the entire understanding between the parties in relation to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this Contract other than those expressly stated in it or necessarily implied by law.
- 50.3 No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this Contract will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this Contract.
- 50.4 If any provision of this Contract is invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.
- 50.5 This Contract may not be varied except by written instrument executed by the parties.
- 50.6 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.
- 50.7 No party may assign or otherwise transfer the benefit of this Contract without the prior written consent of the other party or parties.
- 50.8 The provisions of this Contract are continuing and will not merge or be extinguished upon Completion.

51 BUILDING AND PEST REPORTS

- 51.1 The Purchaser acknowledges that current building & pest reports ('**Reports**') are attached to this Contract, along with the relevant invoices for the cost of obtaining the Reports.
- 51.2 The Purchaser must pay to the Vendor the costs of obtaining the Reports as an adjustment in the Vendor's favour on Completion.

DIRECTOR'S GUARANTEE

I, _____ name of Director)
of _____ (address)

agree as follows:

1. I am a Director of the Purchaser.
2. In consideration of the Vendor entering into this Contract at my request, I agree to guarantee to the Vendor:
 - (a) the performance and observance by the Purchaser of all its obligations under this Contract, before, on and after Completion of this Contract; and
 - (b) the payment of all money payable to the Vendor or to third parties under this Contract or otherwise ('Guarantee').
3. The Guarantee is continuing and binds me notwithstanding:
 - (a) my subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Purchaser or the Purchaser's Directors;
 - (b) any indulgence, waiver or extension of time by the Vendor to the Purchaser or to me or to the Purchaser's Directors; and
 - (c) Completion of this Contract.
4. In the event of any breach by the Purchaser covered by the Guarantee, the Vendor may proceed to recover the amount claimed as a debt or as damages from me without having instituted legal proceedings against the Purchaser or any other of the Purchaser's Directors and without first exhausting the Vendor's remedies against the Purchaser.
5. I agree to keep the Vendor indemnified against any liability, loss, damage or Claim due to the default of the Purchaser which the Vendor may incur in respect of this Contract.

SIGNED SEALED AND)
DELIVERED by the Purchaser's)
Director in the presence of:)

Signature of Purchaser's Director

Witness

Name of Witness

Name of Purchaser's Director



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 92/815513

SEARCH DATE	TIME	EDITION NO	DATE
10/9/2018	2:51 PM	6	3/11/2017

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING
GROUP LIMITED.

LAND

LOT 92 IN DEPOSITED PLAN 815513
AT BATEMANS BAY
LOCAL GOVERNMENT AREA EUROBODALLA
PARISH OF BATEMAN COUNTY OF ST VINCENT
TITLE DIAGRAM DP815513

FIRST SCHEDULE

PETER JAMES BERLIS

(T AJ708318)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
DP800369 EASEMENT TO DRAIN WATER
- 3 DP815513 RESTRICTION(S) ON THE USE OF LAND
- 4 AM859786 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

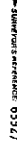
1803756

PRINTED ON 10/9/2018

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

[illegible]

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 26th FEBRUARY, 1900



RECEIVED
CITY OF LOS ANGELES
007 608 510

Handwritten: Received by the City of Los Angeles, California, for the purpose of recording the same.

NOTARIAL PUBLIC CORPORATION
My commission expires on the 10th day of May, 1994.

Handwritten: I, the undersigned, a Notary Public for the State of California, do hereby certify that the foregoing is a true and correct copy of the original as the same was presented to me for recording.

WITNESS MY HAND AND SEAL OF OFFICE
AT LOS ANGELES, CALIFORNIA, THIS 10th DAY OF MARCH, 1992.

NOTARY PUBLIC
MICHAEL K. KELLEY
10000 WILSON AVENUE
LOS ANGELES, CALIFORNIA 90024

PLANNING
APPROVED: _____
DATE: _____

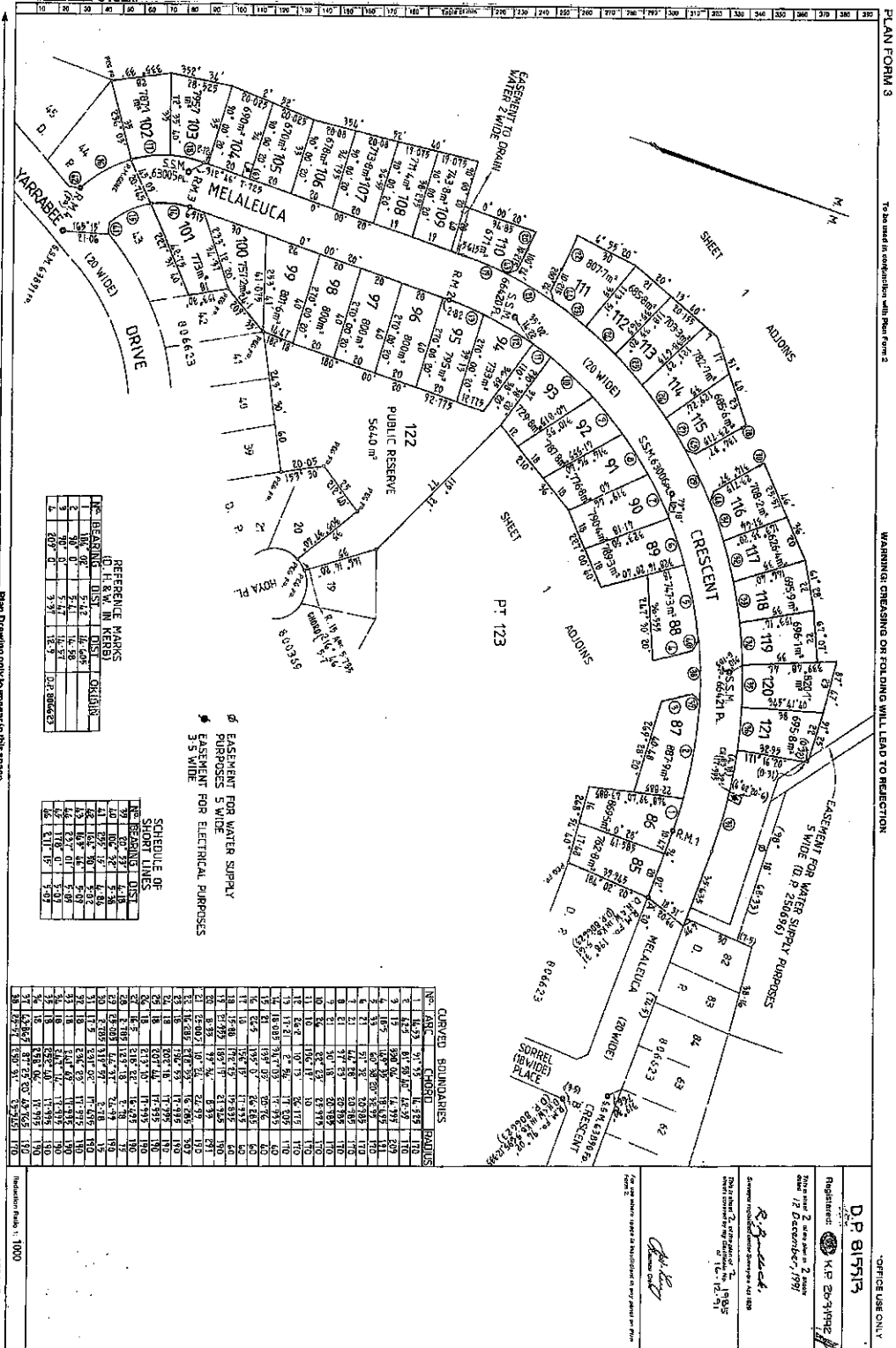
LAND DIVISION
APPROVED: _____
DATE: _____

COUNTY CLERK'S CERTIFICATE
I have caused this instrument to be recorded in the office of the County Clerk of the County of Los Angeles, California, in accordance with the provisions of the Act of March 14, 1907, and the Act of March 14, 1909, and the Act of March 14, 1911, and the Act of March 14, 1913, and the Act of March 14, 1915, and the Act of March 14, 1917, and the Act of March 14, 1919, and the Act of March 14, 1921, and the Act of March 14, 1923, and the Act of March 14, 1925, and the Act of March 14, 1927, and the Act of March 14, 1929, and the Act of March 14, 1931, and the Act of March 14, 1933, and the Act of March 14, 1935, and the Act of March 14, 1937, and the Act of March 14, 1939, and the Act of March 14, 1941, and the Act of March 14, 1943, and the Act of March 14, 1945, and the Act of March 14, 1947, and the Act of March 14, 1949, and the Act of March 14, 1951, and the Act of March 14, 1953, and the Act of March 14, 1955, and the Act of March 14, 1957, and the Act of March 14, 1959, and the 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2

10 20 30 40 50 60 70 80 90 100 110 120 130 140

This is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 31st March 1992



REFERENCE MARKS

MARK	BEARING	DIST.	TO
1	100° 00'	5.42	TO CORNER
2	100° 00'	5.42	TO CORNER
3	100° 00'	5.42	TO CORNER
4	100° 00'	5.42	TO CORNER
5	100° 00'	5.42	TO CORNER
6	100° 00'	5.42	TO CORNER
7	100° 00'	5.42	TO CORNER
8	100° 00'	5.42	TO CORNER
9	100° 00'	5.42	TO CORNER
10	100° 00'	5.42	TO CORNER

SCHEDULE OF SHORT LINES

LINE NO.	BEARING	DIST.	TO
1	100° 00'	5.42	TO CORNER
2	100° 00'	5.42	TO CORNER
3	100° 00'	5.42	TO CORNER
4	100° 00'	5.42	TO CORNER
5	100° 00'	5.42	TO CORNER
6	100° 00'	5.42	TO CORNER
7	100° 00'	5.42	TO CORNER
8	100° 00'	5.42	TO CORNER
9	100° 00'	5.42	TO CORNER
10	100° 00'	5.42	TO CORNER

OF EASEMENT FOR WATER SUPPLY PURPOSES 5 WIDE
OF EASEMENT FOR ELECTRICAL PURPOSES 5 WIDE

CURVED BOUNDARIES

LINE NO.	BEARING	DIST.	TO
1	100° 00'	5.42	TO CORNER
2	100° 00'	5.42	TO CORNER
3	100° 00'	5.42	TO CORNER
4	100° 00'	5.42	TO CORNER
5	100° 00'	5.42	TO CORNER
6	100° 00'	5.42	TO CORNER
7	100° 00'	5.42	TO CORNER
8	100° 00'	5.42	TO CORNER
9	100° 00'	5.42	TO CORNER
10	100° 00'	5.42	TO CORNER

D.P. 81713

OFFICE USE ONLY

Registered: K.P. 26/3/1992

Registered: 12/10/1991

Registered: 12/10/1991

Registered: 12/10/1991

Registered: 12/10/1991

Registered: 12/10/1991

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Eurobodalla Shire Council

10.7 Planning Certificate



SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979.

Page 1 of 4

Applicant

InfoTrack
ecertificates@infotrack.com.au

Certificate No.	0397/19
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Receipt No.: 2290820

Date of Issue: 11 September

Reference: 2018

Property Identifier: 1803756
25914

Property Desc: 49 Melaleuca Crescent Catalina
DP 815513 Lot 92

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

Local Environmental Plans (LEP) Zoning and Draft LEPS (including Planning Proposals)

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

Eurobodalla Local Environmental Plan 2012

R2 Low Density Residential

Details of uses for which the above land may be used with or without the need for development consent or which is prohibited within the zone are explained in attached copy of the extract from the LEP

State Environmental Planning Policies (SEPP) and Deemed State Environmental Planning Policies

SEPP's that apply on a Shire wide basis:

State Environmental Planning Policy No.1 - Development Standards
State Environmental Planning Policy No.21 - Caravan Parks
State Environmental Planning Policy No.30 - Intensive Agriculture
State Environmental Planning Policy No.32 - Urban Consolidation (Redevelopment of Urban Land)
State Environmental Planning Policy No.33 - Hazardous and Offensive Development
State Environmental Planning Policy No.36 - Manufactured Home Estates
State Environmental Planning Policy No.44 - Koala Habitat Protection
State Environmental Planning Policy No.50 - Canal Estates
State Environmental Planning Policy No.55 - Remediation of Land
State Environmental Planning Policy No.62 - Sustainable Aquaculture
State Environmental Planning Policy No.64 - Advertising and Signage
State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Major Development) 2005
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Temporary Structures)
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Rural Lands) 2008
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

Certificate No.	0397/19
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SEPP's that apply specifically to the subject land:

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017 applies to all or part of the land.

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

- Exempt Development Code
- General Housing Code
- Housing Alterations Code
- Commercial and Industrial Alterations Code
- Commercial and Industrial (New Buildings and Additions) Code
- Subdivision Code
- Rural Housing Code
- General Development Code
- Fire Safety Code
- Demolition Code

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

Deemed SEPP's that apply on a Shire wide basis:

Development Control Plans (DCP)
--

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

Residential Zones DCP

Other Prescribed Information**1. Minimum Land Dimensions**

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

2. Critical Habitat

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

3. Conservation Area

The land is not within a Conservation Area.

4. Heritage Listing

An item of environmental heritage is not situated on the land.

5. Complying Development

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

6. Coastal Management Act 2016

Sections 38 or 39 of the Coastal Protection Act 1979 are not applicable. This information is provided to the extent that Council has been notified by the Department of Services, Technology and Administration.

6a. Information Relating to Beaches and Coasts

Council has received no advice that an order has been made in relation to temporary coastal protection works on the land.

6b. Annual Charges for Coastal Protection Services under Local Government Act 1993

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

7. Mine Subsidence

Certificate No.	0397/19
-----------------	---------

The land has not been proclaimed a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961

8. Road Widening and Road Realignment

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

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

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

10. Flood Related Development Controls Information

Council considers that the land subject of this certificate is above the 1:100 year flood planning level and therefore its Flood Management Policy does not impose any flood related development controls.

11. Land Reserved for Acquisition

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

12. Contribution Plans

The following Contribution plans apply to the land:

(For further information please make separate enquires with Council)

- 1) Development Contributions Plan 2000-2005 Eurobodalla Shire Council
- 2) S94A Levy Contributions Plan 2007
- 3) Planning Agreements Policy 2006
- 4) Local Infrastructure Contributions Plan 2012

13. Biodiversity Certified Land

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

13 a. Biodiversity Stewardship Sites

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

13 b. Native vegetation clearing set asides

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

14. Matters Arising under the Contaminated Land Management Act 1997

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

15. Bushfire Prone Land

The land is bush fire prone land under Section 10.3 of the Environmental Planning and Assessment Act 1979.

16. Property Vegetation Plans

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

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

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

18. Directions under Part 3A

Council has received no advice that the land is subject to an order or that a direction under Part 3A applies to the land.

19. Site Compatibility Certificates and Conditions for Seniors Housing

Council has received no advice that a site compatibility certificate under Clause 25 of State

Certificate No.	0397/19
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Environmental Planning Policy (Housing for seniors or People with a disability) 2004 applies to the land

20. Site Compatibility Certificates for Infrastructure

Council has received no advice that a site compatibility certificate under Clause 19 of State Environmental Planning Policy (Infrastructure) 2007 applies to the land

21. Site Compatibility Certificates and Conditions for Affordable Rental Housing

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

22. Loose-Fill Asbestos Insulation

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

Please Note:

This Council has made no inspection of the property for the purpose of this certificate.

Purchasers should satisfy themselves that there are no breaches of the Environmental Planning and Assessment Act 1979 in respect to the use or development of the property.

ADDITIONAL POLICIES AND OR CODES THAT MAY APPLY TO THE LAND

Eurobodalla Advertisement and Notification Code

Eurobodalla Footpath Trading Code

Eurobodalla Landscaping Code

Eurobodalla Parking and Access Code

Eurobodalla Safer by Design Code

Eurobodalla Signage Code

Eurobodalla Site Waste Minimisation and Management Code

Eurobodalla Soil and Water Management Code

Eurobodalla Tree Preservation Code

Design guidelines for rainwater tanks where an existing reticulated water supply exists

Moruya Floodplain Code

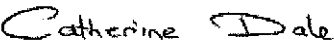
Interim Coastal Hazard Adaptation Code

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

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

The Office of Environment and Heritage, Climate Change and Water maintains a database of all previously recorded Aboriginal heritage objects and places called the Aboriginal Heritage Information Management System (AHIMS). You can check whether there are any previously recorded Aboriginal heritage object and places by contacting the AHIMS Registrar at Department of Environment Climate Change on 6229 7000.

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


Dr C Dale
General Manager

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

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage residential development that is consistent with the character of the neighbourhood.

2 Permitted without consent

Environmental protection works; Home occupations

3 Permitted with consent

Bed and breakfast accommodation
Boarding houses
Building identification signs
Business identification signs
Centre-based child care facilities
Community facilities
Dual occupancies
Dwelling houses
Emergency services facilities
Environmental facilities
Exhibition homes
Exhibition villages
Group homes
Health consulting rooms
Home-based child care
Home businesses
Home industries
Hostels
Multi dwelling housing
Neighbourhood shops
Places of public worship
Recreation areas
Respite day care centres
Roads
Secondary dwellings
Seniors housing
Sewerage systems
Shop top housing
Water supply systems

4 Prohibited

Any development not specified in item 2 or 3



Our Ref: E16.0011: 68120.18

Your Ref: 1803756

12 September 2018

Info Track
DX 578 Sydney
ecertificates@infotrack.com.au

Dear Sir/Madam

Sewer Mains Diagram Lot 92 DP815513 49 Melaleuca Crescent Catalina

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

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

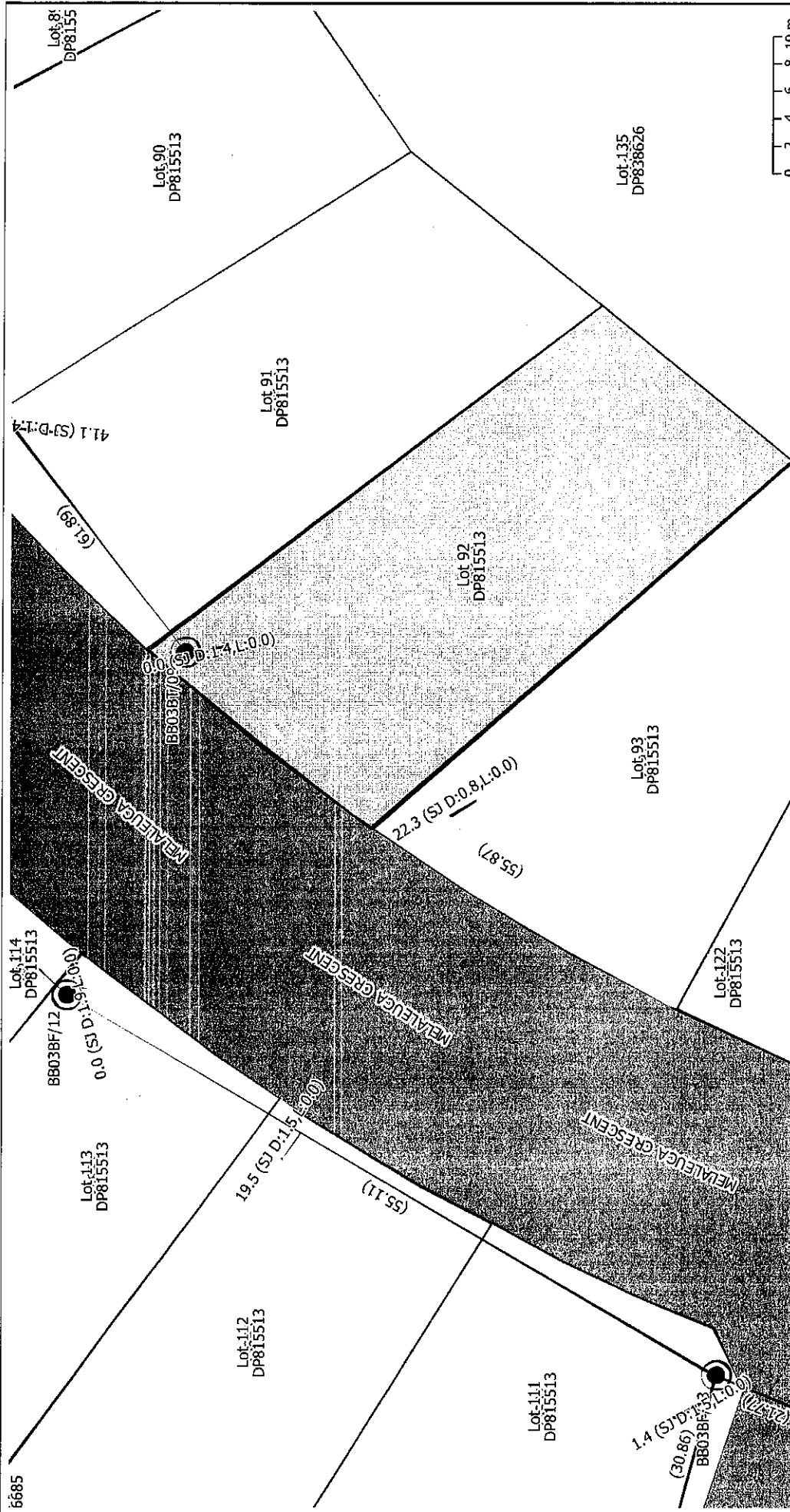
If we can help you with any further information, please phone Infrastructure Services Support team on 4474 7366.

Yours sincerely

Infrastructure Support

Encl

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



Printed By Maxine Plant
On 12/09/2018

Scale 1:400 at A4

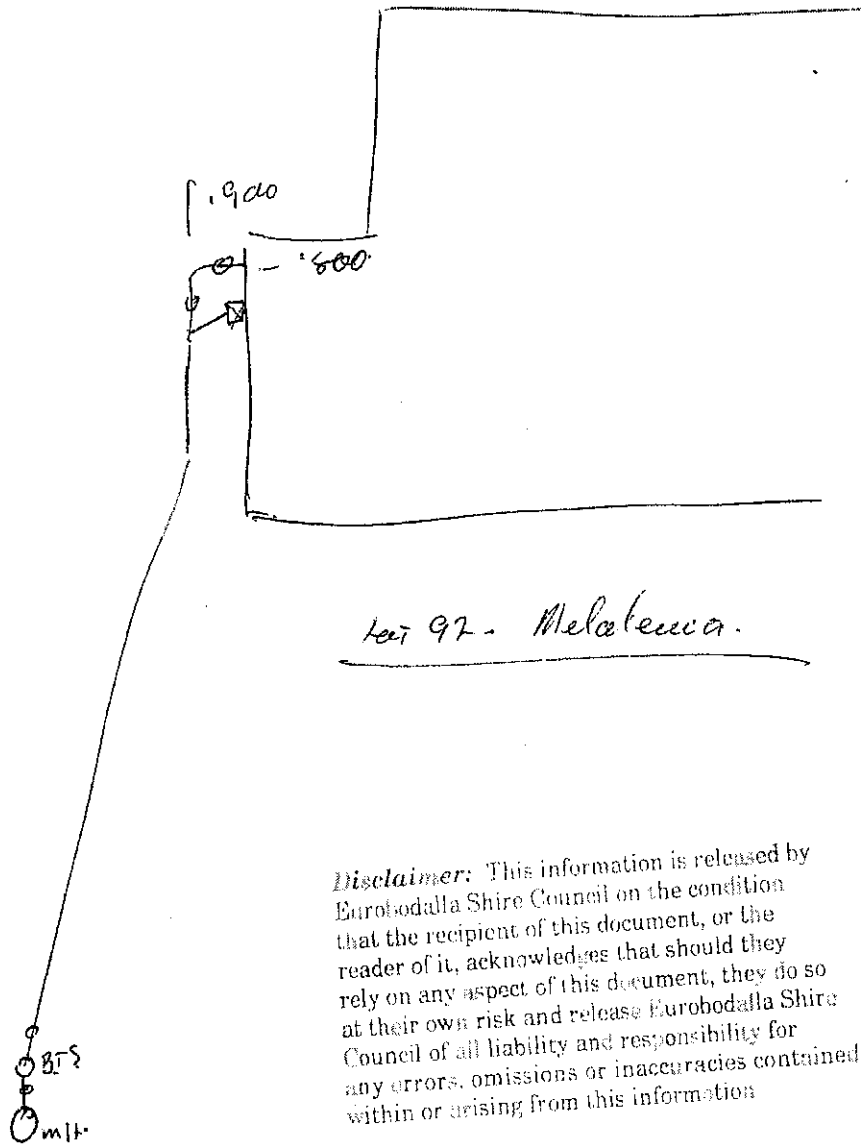
Sewer Mains Diagram Lot 92 DP815513 49 Melaleuca Crescent Catalina

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92.7645B

J. Ohine.

13/8/92.



This diagram has been compiled on the best available information, but can only be taken as a guide.

Exact location should be physically determined on site.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



Fundamental Building & Timber Pest Report

49 Melaleuca Crescent
Catalina NSW

You need to be Sure.



Important information for buyers reading this report

PROPERTY. NO MATTER WHAT PRICE RANGE, IT'S A HUGE INVESTMENT.

It's up to you, as a buyer, to 'take care and beware'. That starts by reading this property report—from top to bottom—so you're confident in your investment.

This report has been prepared by Surety Property Reports, an independent, professional company specialising in property reports that are thorough, unbiased and complete. You can rely on its contents.

You're encouraged to call Surety to discuss or clarify any aspect of this report.

Surety is a member of the Master Builders Association and Housing Industry Association. Our inspectors are highly trained, holding all necessary accreditations and certifications:

NSW Builders Licence no. 7998C

Energy Rating Assessor Accreditation

Certified Timber Pest inspectors

Director Bruce Cohen is an MBA Accredited Building Consultant

ACT and NSW Pest Control Licences

ACT BUYERS:

The Australian Standards require us to provide a pre-inspection agreement to all sellers who have engaged our services. As a buyer it is important that you also have the same opportunity to fully understand our scope and limitations for yourself. If you require a copy please call our office.

SPECIAL OFFER FOR SURETY INSPECTORS

We know it can be frustrating to mess out on a house you were hoping to buy. That's why we'll give you 50% off any subsequent building and pest inspection package.

Remember, the next place might be the one, so be sure you're getting the house you thought it was going to be by having us inspect it.

Don't drop your standards when you are getting so close to success. Remember, when you call 1300 767 741 to arrange another inspection so we can save you money.

OUR SERVICES

Surety services the Canberra region and the NSW South Coast. Our services include:

- Building and timber pest reports (NSW)
- Building compliance reports
- Depreciation schedules
- Independent building & timber and pest reports for buyers in the ACT
- Termite Treatments & Reports
- New construction handover (final inspection) report
- New construction progress reports (3 in total)
- Energy rating
- ACT Sellers report
- Building defect report



You need to be Sure.

Ph: 1300 767 741

Email: info@suretyproperty.com.au

Website: www.surety.com.au

PROPERTY & ASSESSMENT DETAILS

DETAILS OF THE ASSESSMENT

Client:

Peter Berlis.

Address of Property Assessed:

49 Melaleuca Crescent, Catalina NSW 2537.

ASSESSOR DETAILS

Contact Phone:

0408 309 507.

Technician Name:

Brendan Trevaskis



Accreditation Number:

5616.

ASSESSMENT DATE

18/09/2018.

TIME OF ASSESSMENT

12 PM.

REPORT PREPARED DATE

19/09/2018.

PURPOSE OF ASSESSMENT

The purpose of the assessment is to provide advice to a prospective purchaser or other interested party regarding the condition of the property at the time of the assessment. The advice is limited to the reporting of the condition of the building elements in accordance with Appendix C AS4349.1-2007.

SCOPE OF ASSESSMENT

The assessment & report will be of the building elements as outlined in Appendix C of AS4349.1-2007; if a special purpose assessment has been agreed to as part of this assessment it will be in addition to Appendix C.

Note: The assessment of electrical equipment is not carried out by an electrician and is only tested to determine that items are in working order and able to be used at the time of the assessment. We do not offer any opinion as the operating efficiency of any item reported on. It is recommended that a full assessment of these items is carried out by an appropriately qualified/licensed person.

For strata titled properties the assessment will be in accordance with Appendix B of AS4349.1-2007.

The assessment and report provided is on an exceptions basis as set out in AS4349.1-2007 section 4, clause 4.1. Non-flawed items and areas or items and areas performing to the correct standard will not necessarily be reported on.

The assessment comprised a visual assessment of the property to identify major flaws and to form an opinion regarding the general condition of the property at the time of the assessment.

The assessment & report in accordance with AS4349.1-2007 is not a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by-law. It does not include the identification of unauthorised building work or of work not compliant with building regulations. The standard assumes that the existing use of the building will continue.

An estimate of the cost of rectification of flaws is outside the scope of the standard and therefore does not form part of this report.

The assessment included the building and the property within 30 metres of the building subject to assessment.

ACCEPTANCE CRITERIA

The building has been compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.

WEATHER & ORIENTATION

Weather Conditions:

Sunny.

Orientation:

For the purpose of identification North is assumed to be approximately at the main street frontage of the property.

PROPERTY DETAILS

Building Type:

Free Standing Domestic House.

No of Storeys:

Single Storey.

Flooring:

Chipboard.

Piers Type:

Brick.

Internal Walls:

Brick, Timber with Plasterboard.

External Walls:

Brick Veneer.

Roofing:

Tile.

Roof Type:

Trussed.

Garages:

Single Attached.

Carports:

Nil.

Decks:

Timber.

Pergolas:

Covered Timber.

Outbuildings:

Metal Shed/s.

Fences:

Timber & Colorbond.

THE AREAS ASSESSED**Details:**

Interior, Exterior, Roof Voids, Sub Floors, Garages, Roof Exterior, Fences, Pergolas, and Decks.

HIGH RISK AREAS/S TO WHICH ACCESS SHOULD BE GAINED OR FULLY GAINED, SINCE THEY MAY SHOW EVIDENCE OF MAJOR FLAWS, TIMBER PESTS OR TIMBER DAMAGE

Details:

Nil.

EXPLANATORY NOTES

Definitions/Terminology:

Accessible Area:

An area on the site where sufficient, safe and reasonable access is available to allow assessment within the scope of the assessment.

Inaccessible Area:

An area on the site where sufficient, safe and reasonable access is **not** available to allow assessment within the scope of the assessment.

Major/Significant Flaw:

A flaw of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

Minor Flaw:

Minor flaws are common to most properties and may include minor blemishes, corrosion, cracking, weathering, general deterioration, unevenness, and physical damage to material and finishes, such as de-silvering of mirrors. It is expected that flaws of this type would be rectified as part of normal ongoing property maintenance.

Safety Concern:

Any observed item that may constitute a present or imminent serious safety concern.

Further Investigation Required:

A matter identified requiring further investigation by an appropriately qualified expert.

Site:

Allotment of land on which a building stands or is to be erected.

Operational:

Items are in working order and able to be used at the time of the assessment.

Not Operational:

Items are NOT in working order and were unable to be used at the time of the assessment.

Explanation of codes used within the report**Relevant Specialist Description:**

Relevant Specialist - the relevant expert who may be able to provide assistance in relation to repair or replacement of a particular item or area.

BUILDING REPORT SUMMARY

PURPOSE OF REPORT

The purpose of this report is to provide advice regarding the condition of the property at the time at the assessment. This assessment comprised a visual assessment of the property to identify major flaws and to form an opinion regarding the condition of the property at the time of the assessment.

The Definitions (High), (Typical) and (Low) noted in the summary below relate to the assessors opinion of the overall condition of the building:

Low:

The frequency and/or magnitude of flaws are lower than the assessors expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

Typical:

The frequency and/or magnitude of flaws are consistent with the assessors expectations when compared to similar buildings of approximately the same age which have been reasonably well maintained.

High:

The frequency and/or magnitude of flaws are beyond the assessors expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

PROPERTY CONDITION

Details:

When compared with properties of a similar age this property is generally in:
Good Condition.

MAJOR FLAWS

Details:

The incidence of Major Flaws to this building in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained is considered:
Low.

MAJOR FLAWS REQUIRING ACTION

Details:

The Major Flaws requiring action are:
Nil.

MINOR FLAWS

Details:

The incidence of Minor Flaws in this building in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained is considered:
Typical.

SAFETY CONCERNS

Details:

The incidence of Safety Concerns in this building in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained is considered:
Typical.

SAFETY CONCERNS REQUIRING ACTION

Details:

The significant Safety Concerns to this property are:
No smoke alarm installed:
It is recommended for safety purposes smoke alarms are installed.

FURTHER ASSESSMENT

Details:

The incidence of items requiring further investigation by an appropriately qualified expert in this building in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained is considered:
Low.

FURTHER ASSESSMENT ACTIONS REQUIRED

Details:

The Significant Items requiring further action for this property are:
Nil.

ASSESSOR'S ADDITIONAL COMMENTS

Details:

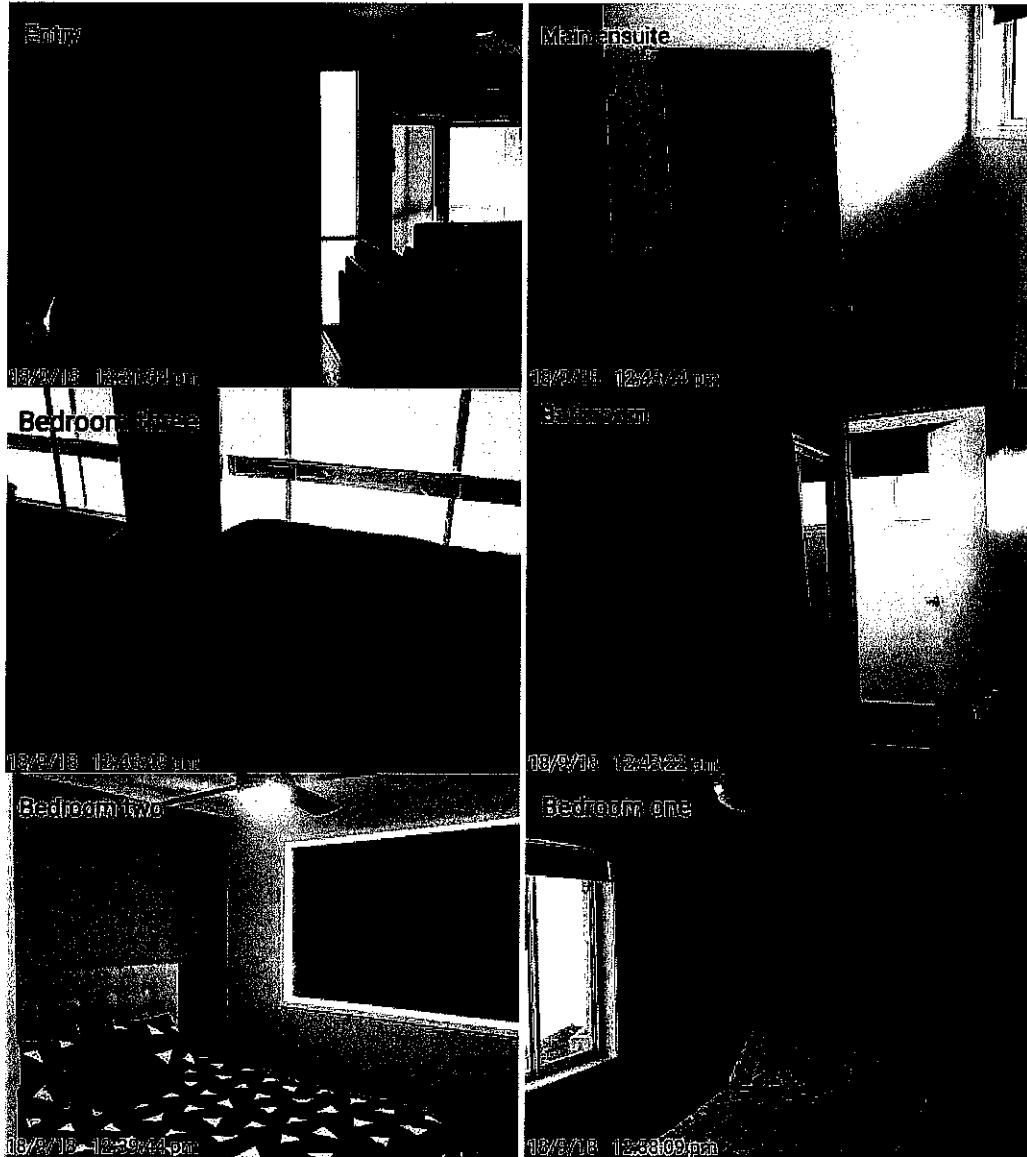
We recommend a review of local council files:
To confirm if structures and/or additions are approved.

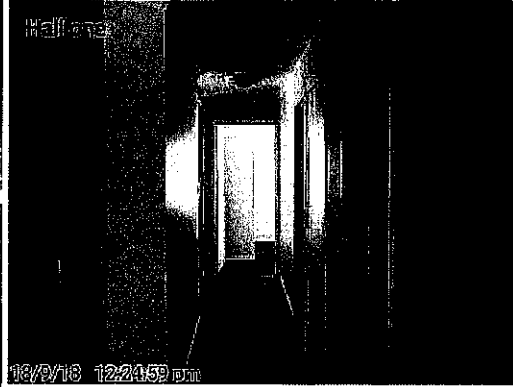
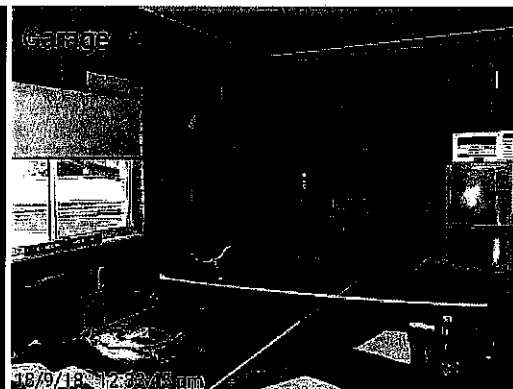
INTERNAL

AREAS ASSESSED

Details:

Main dwelling: Bathroom one, Bedroom one, Bedroom two, Bedroom three, Entry, Garage, Hall one, Kitchen one, Laundry one, Lounge, Main ensuite, Meals room, and Toilet.





ACCESS CONDITIONS

Details:

Assessment to the following areas was unfortunately limited:

Main dwelling because of Furnishing against the wall.

AREAS OF NO CONCERN

Details:

No notable issues were noted to the following areas:

Main Dwelling: Bathroom one, Bedroom one, Bedroom two, Bedroom three, Entry, Garage, Kitchen one, Lounge, Main ensuite, Meals room, and Toilet.

SAFETY/AMENITY

Smoke Alarm

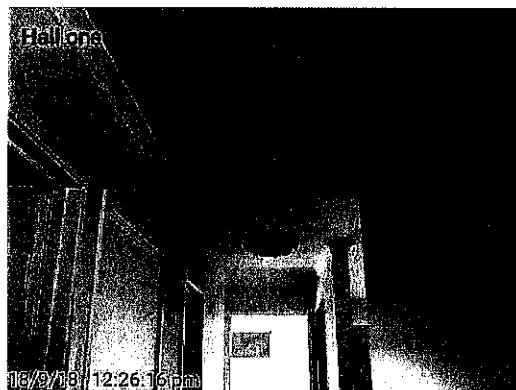
NO SMOKE ALARM INSTALLED

An alarm should be installed. A serious safety concern. Must be fixed without delay

Repair priority: Immediate

Location: The item identified is located in Hall one

Further inspection or advice required from specialist: No



NOTABLE FLAWS

Laundry Tub/Cabinet

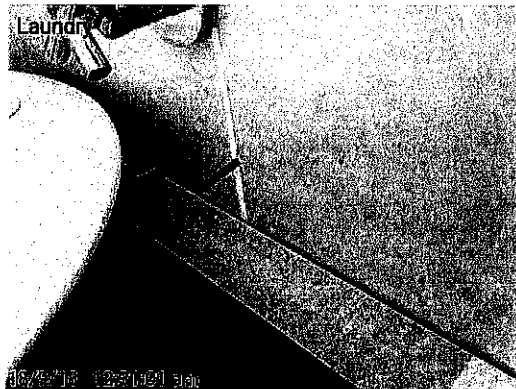
INADEQUATELY SEALED BENCH TOP

The gap at the join of the tiles and bench top should be sealed to help prevent the possibility of water seepage into or behind the cupboards. To be fixed in the near future.

Repair priority: Within one year

Location: The item identified is located in Laundry one

Further inspection or advice required from specialist: No



EXTERNAL

AREAS ASSESSED

Details:

Northern elevation, Southern elevation, Eastern elevation, Western elevation.



ACCESS CONDITIONS

Details:

Assessment to the following areas was unfortunately restricted:

Eastern elevation because of Deck.

AREAS OF NO CONCERN

Details:

No notable issues were noted to the following areas:
Nil.

MAINTENANCE ITEMS

Driveway

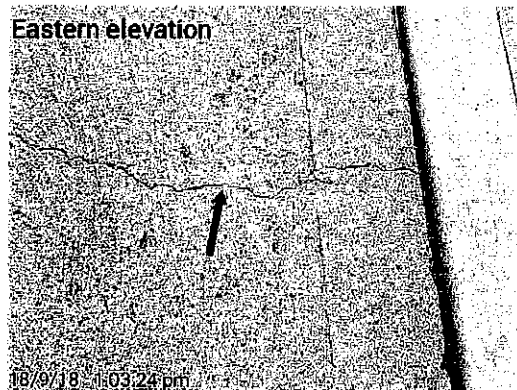
MINOR CRACKING TO CONCRETE

Not a major concern and is quite common. Some repairs may be required in the future.

Repair priority: During routine maintenance

Location: The item identified is located in the Eastern elevation

Further inspection or advice required from specialist: No



Pergola

INADEQUATE WEATHERPROOFING

Should install cappings, flashings and gutters to help weatherproof the structure. To be fixed in the near future.

Repair priority: Within one year

Location: The item identified is located in the Eastern elevation

Further inspection or advice required from specialist: No



Windows

GAP ALONGSIDE WINDOW FRAME

Should be sealed to ensure full weatherproofing. To be fixed in the near future.

Repair priority: Within one year

Location: The item identified is located in the Northern elevation, Southern elevation, Eastern elevation, and Western elevation

Further inspection or advice required from specialist: No

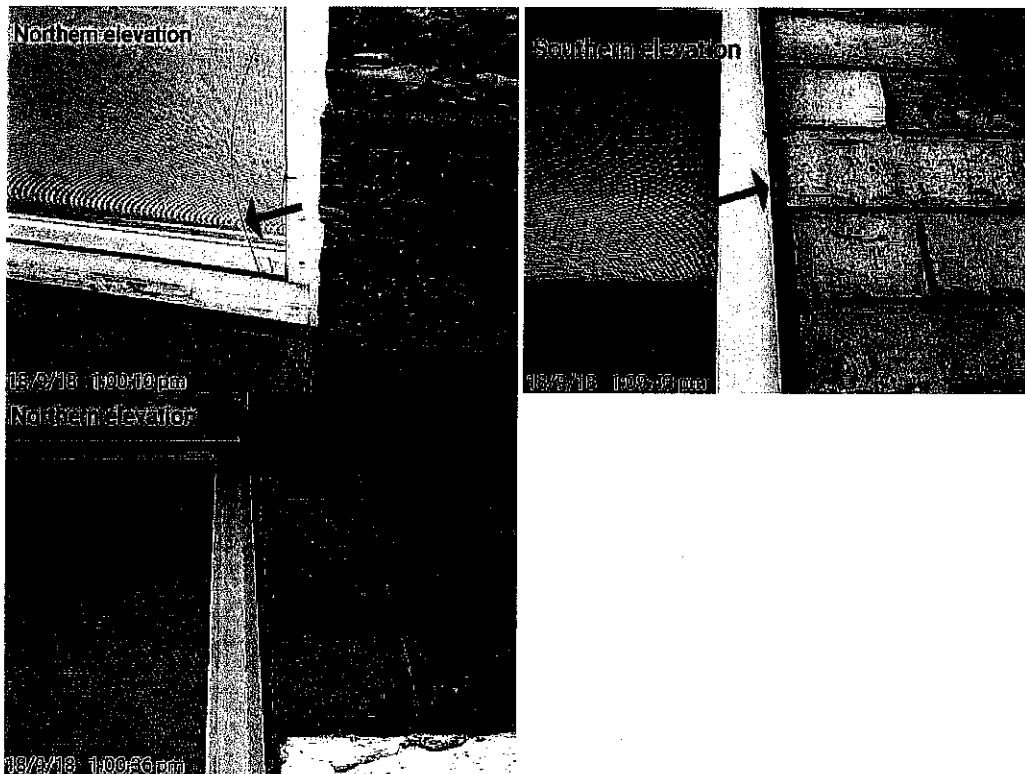
MINOR CRACKING TO GLASS

Should be replaced. Repairs can be carried out during routine maintenance.

Repair priority: During routine maintenance

Location: The item identified is located in the Northern elevation

Further inspection or advice required from specialist: No



ROOF

AREAS ASSESSED

Details:

Main dwelling.



ACCESS CONDITIONS

Details:

Assessment to the following areas was unfortunately limited:

Nil

AREAS OF NO CONCERN

Details:

No notable issues were noted to the following areas:

Nil

MAINTENANCE ITEMS

Roof (Tiled)

CRACKED GABLE FLASHING

Should be repaired or replaced to help prevent the possibility of water entry into the roof void and to prevent further deterioration and/or loss of utility. To be fixed in the near future.

Repair priority: Within one year

Location: The item identified is located in the Main dwelling Southern section, Eastern section, and Western section

Further inspection or advice required from specialist: No

CRACKED TILES

Should be repaired or replaced to prevent further deterioration and/or loss of utility. To be fixed in the near future.

Repair priority: Within one year

Location: The item identified is located in the Main dwelling Southern section and Eastern section

Further inspection or advice required from specialist: No

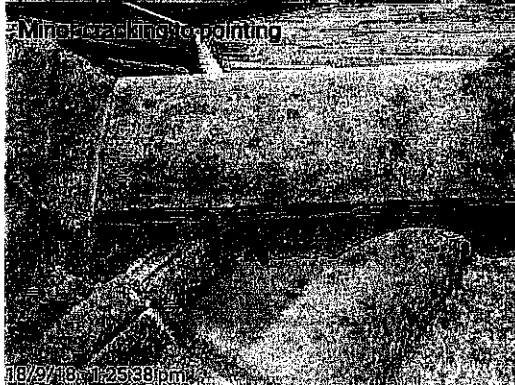
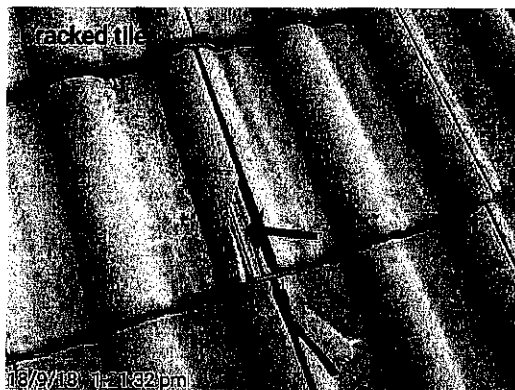
MINOR CRACKING TO RIDGE POINTING AND BEDDING

Should be repaired or replaced to prevent further deterioration and/or loss of utility. Repairs can be carried out during routine maintenance.

Repair priority: Low

Location: The item identified is located in the Main dwelling Northern section, Southern section, Eastern section, and Western section

Further inspection or advice required from specialist: No

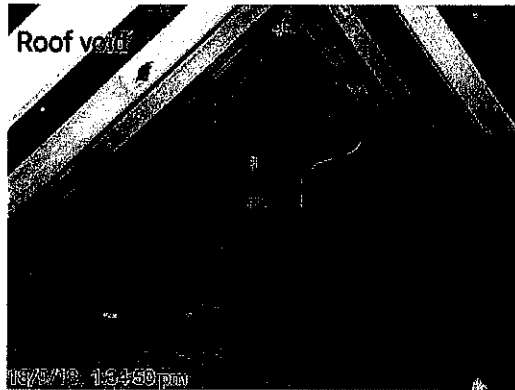


ROOF VOID

AREAS ASSESSED

Details:

Main dwelling.



ACCESS CONDITIONS

Details:

Assessment to the following areas was unfortunately restricted:
Main dwelling because of Installed Insulation and Restricted crawlspace.

AREAS OF NO CONCERN

Details:

No notable issues were noted to the following areas:
Main dwelling.

NOTABLE ITEMS

Insulation

LOOSE FILL INSTALLED

Loose fill insulation installed to the complete ceiling area.

Repair priority: N/A

Location: The item identified is located in the Main dwelling

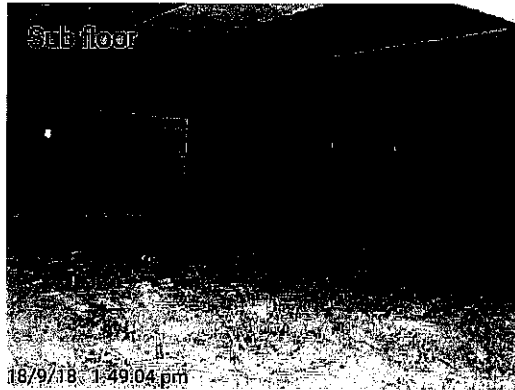
Further inspection or advice required from specialist: No

SUBFLOOR

AREAS ASSESSED

Details:

Main dwelling.



ACCESS CONDITIONS

Details:

Assessment to the following areas was unfortunately limited:

Western section because of
Restricted Crawlspace.

AREAS OF NO CONCERN

Details:

No notable issues were noted to the following areas:

Main dwelling.

CRACKING

IMPORTANT INFORMATION REGARDING CRACKING AND MOVEMENT IN MASONRY AND CONCRETE

Details:

Regardless of the type of crack(s) and movement evident, a Building Assessor carrying out an assessment within the scope of a visual assessment is unable to determine the expected consequences of cracks and movement.

Obtaining information regarding:

- (a) The nature of the foundation material on which the building is resting
- (b) The design of the footings
- (c) The site landscape
- (d) The history of the cracks or movement and
- (e) Carrying out an invasive assessment

all fall outside the scope of this assessment. However the information obtained from the five items above are valuable, in determining the expected consequences of the cracking or movement and any remedial work needed.

Cracks that are small in width, length and movement which is minimal on the day of the assessment may have the potential to develop over time into structural problems or may exhibit no further changes.

If cracks or movement has been identified in the table below, then only a Structural Engineer is **qualified** to determine the significance of the cracking or movement.

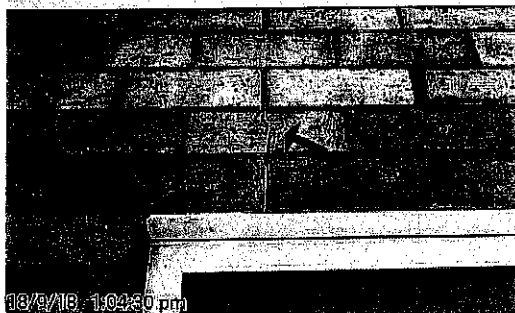
CRACKING OR MOVEMENT OF MASONRY AND/OR CONCRETE

Masonry

Eastern elevation

3-5mm cracking visible, Serviceability flaw

Eastern elevation



Appearance Flaw

Where in the assessor's opinion the appearance of the building item has deteriorated at the time of the assessment and the significance of this cracking or movement is unknown until further information is obtained.

Serviceability Flaw

Where in the assessor's opinion the performance of the building item is flawed at the time of the assessment and the expected significance of this cracking or movement is unknown until further information is obtained.

Structural Flaw

Where in the assessor's opinion the structural soundness of the building item has diminished at the time of the assessment and the expected significance of this cracking or movement is unknown until further information is obtained.

IMPORTANT ADVICE

Strata and Company Title Properties:

The assessment is limited to the interior and immediate exterior of the particular unit being inspected. The complete assessment of other common property areas would be the subject of a Special-Purpose Assessment Report.

Trees:

Where trees are located close to a house, this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical assessment can determine the foundation material and advise on the best course of action with regards to the trees.

Septic and Water Tanks:

Septic and water tanks do not form part of this assessment and report as specified in AS4349.1-2007. These items are the subject of a Special-Purpose Assessment Report and we strongly recommend a licensed plumber be engaged to carry out these assessments.

Swimming Pools and Spas:

Swimming Pools & Spas do not form part of the assessment and report as specified in AS4349.1-2007. We strongly recommend a pool expert be consulted to examine any pools, spas, associated equipment, fencing and plumbing.

Surface Water Drainage:

The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water and stormwater run-off and have the water directed away from the house or to storm water pipes by a licensed plumber/drainier.

Foundations:

As our assessment is visual only, we cannot inspect and report on the condition of the foundations. Foundations can be subject to various forms of movement such as wetting and drying causing shrinkage and expansion or earth movement. This manifests in the building fabric by cracking or causing windows and doors not to operate efficiently, hence to fully assess the sub strata on which the building structure rests a Geo-technical report is required. Alternatively the Local Council may be contacted regarding potential site instability. Local Councils can also advise on local flooding and the adequacy of stormwater reticulation.

Woodrot:

Woodrot is generally the result of timbers absorbing water over a period of time. This generally occurs with hardwoods and "Oregon" timber (Douglas Fir). In the past, these were the commonly used timbers for the construction of most parts of the building. These days, Treated Pine, which is resistant to woodrot is used for outdoor purposes.

Earth Leakage/ Residual Current Detectors:

Earth Leakage Circuit Breakers (ELCBs) also known as Residual Current Detectors (RCDs), are compulsory in all new homes and most industrial sites in Australia, their function is to detect a tiny imbalance or accidental current flow returning to the Earth conductor and to rapidly isolate the power in that circuit. The prime purpose of the protection is to prevent and protect against accidental electrocution, where connected equipment may be faulty, cords frayed or wiring insulation compromised. For safety purposes it is highly recommended that old systems be upgraded to the new standards.

Building Regulations:

Current Council and Building Codes may differ to the regulations in place at the time of construction of the inspected buildings. An item quoted as not meeting current regulations is not necessarily considered illegal and may be acceptable given it meets with the old regulations. However items such as low balustrades may pose a safety risk.

Lead Paint:

Older houses are known to contain lead paint. Future renovation work and paint scraping can be hazardous to children and to health. Precautions are recommended. Dust accumulated in roof voids in older industrial suburbs will most likely contain particles of lead. We strongly recommend a qualified expert such as an Industrial Hygienist be engaged to inspect and report on any areas suspected of containing lead paint.

Other Assessments and Reports Recommended:

As a purchaser you may like to consider obtaining the following Assessments and Reports prior to any decision to purchase the Property, so that you can be well equipped to make an informed decision. These Assessments and Reports fall outside the guidelines for a Standard Property Report as specified in AS4349.1-2007 and are excluded from this Assessment Report.

Timber Pest Assessment Electrical Assessment Plumbing Assessment Asbestos Assessment Mechanical Services

Drainage Assessment Mould Assessment Air conditioning Assessment Appliances Assessment
Alarm/Intercom/Data Systems

Structural (Engineer) Geotechnical Assessment Durability of Exposed Surfaces Hydraulics
Assessment Swimming Pool Assessment

Council Plan Assessment Hazards Assessment Fire/Chimney Assessment Estimating Report Garage
Door Mechanical Gas fitting Assessment

Important Information Regarding the Scope and Limitations of the Inspection and this Report**Important Information:**

Any person who relies upon the contents of this report does so acknowledging that the following clauses, which define the Scope and Limitations of the inspection, form an integral part of the report.

1) This report is NOT an all-encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or major/significant defects apparent at the time of the inspection. Whether or not a defect is considered major/significant or not, depends, to a large extent, upon the age and type of the building inspected. This report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural report. Should you require any advice of a structural nature you should contact a structural engineer.

2) THIS IS A VISUAL INSPECTION ONLY limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/ sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.

3) This Report does not and cannot make comment upon: defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (*e.g. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak*); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from surface water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; detection and identification of illegal wiring; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly this Report is not a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. (NB Such matters may upon request be covered under the terms of a Special-purpose Property Report.)

4) **CONSUMER COMPLAINTS PROCEDURE.** In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, or any alleged negligent act or omission on Our part or on the part of the individual conducting the Inspection, either party may give written Notice of the dispute or claim to the other party. If the dispute is not resolved within twenty one (21) days from the service of the written Notice then either party may refer the dispute or claim to a mediator nominated by Us. The cost shall be met equally by both parties or as agreed as part of the mediated settlement. Should the dispute or claim not be resolved by mediation then one or other of the parties may refer the dispute or claim to the Institute of Arbitrators and Mediators of Australia who will appoint an Arbitrator who will resolve the dispute by arbitration. The Arbitrator will also determine what costs each of the parties are to pay.

5) **ASBESTOS DISCLAIMER: "No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided.** If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the report. Buildings constructed prior to 1985 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even buildings constructed after this date up until the early 90s may contain some Asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to 1990 or if asbestos is noted as present within the property then you should seek advice from a qualified asbestos expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to people's health. You should seek advice from a qualified asbestos expert."

6) **Mould (Mildew and Non-Wood Decay Fungi) Disclaimer:** Mildew and non-wood decay fungi is commonly known as Mould. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. **No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided.** If in the course of the Inspection, Mould happened to be noticed it may be noted in the report. If Mould is noted as present within the property or if you notice Mould and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industrial Hygienist.

7) **CONDITIONS :-** This standard property report is conditional upon or conditional in relation to -

- the assessment of any apparent defect including rising damp and leaks, the detection of which may be

subject to prevailing weather conditions;

- information provided by the person, the employees or agents of the person requesting the report;
- the specific areas of expertise of the consultant specified in the report;
- apparent concealment of possible defects; or
- any other factor limiting the preparation of the report.

8) DISCLAIMER OF LIABILITY TO THIRD PARTIES: We will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any Person other than You in connection with the use of the Inspection Report provided pursuant to this agreement by that Person for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Property or the giving of security over the Property, to the extent permissible by law. The only Person to whom We may be liable and to whom losses arising in contract or tort sustained may be payable by Us is the Client named on the face page of this Agreement.

VISUAL TIMBER PEST INSPECTION & REPORT IN ACCORDANCE WITH AS4349.3-2010

BRIEF SUMMARY

Important Disclaimer:

- . This summary is supplied to allow a quick and superficial overview of the inspection results.
- . This summary is NOT the Report and cannot be relied upon on its own.
- . This Summary must be read in conjunction with the full report and not in isolation from the report.
- . If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.
- . The Report is subject to conditions and limitations. Your attention is particularly drawn to the Clauses, Disclaimer of Liability to Third Parties, Limited Liability to a Purchaser within the Australian Capital Territory and to the Notice to the Purchaser at the back of this Report.

For complete and accurate information You must refer to the following Complete Visual Timber Pest Report.

Important: We strongly recommend the purchaser make inquiry from the vendor about Timber Pests and in particular Termites for this property.

If it is more than 60 days from the inspection date, a new inspection and report is needed.

ACCESS

Are There any Area(s) and/or Section(s) to Which Access Should be Gained?

Yes.

TIMBER PEST ACTIVITY

Were Active Subterranean Termites (live specimens) Found?

No.

Was Visible Evidence of Subterranean Termite Workings or Damage Found?

No.

Was Visible Evidence of Borers of Seasoned Timbers Found?

No.

Was Evidence of Damage Caused by Wood Decay (rot) Fungi Found?

No.

Are Further Inspections Recommended?

No.

Were Any Major Safety Hazards Related to Timber Pest Activity and/or Damage Identified?

No.

Degree of Risk of Subterranean Termite Infestation:

High.

ASSESSOR'S ADDITIONAL COMMENTS

Details:

Termatrac device used for inspection:

A Termatrac device was utilised as a part of this inspection to assist with detecting potential termite activity. A Termatrac is an electronic device that is used to check for evidence of heightened moisture levels, which can be an indication of timber pests. When high moisture levels are detected the Termatrac contains a microwave radar which is utilised to assess for movement from timber pests such as termites.

INTERIOR

RESTRICTIONS

Inspection Limitations:

Both floorcoverings and furnishings were present and restricted inspection within this area. Inspection was limited in the following locations and or areas: All internal areas.

Active termites or other timber damaging pests may be present and not detected in areas where inspection was limited, obstructed or access was not gained.

TERMITES

Termite Activity:

No - None found at the time of the inspection.

TERMITE DAMAGE

Damage Caused by Termites Found:

No - None found at the time of the inspection.

ANOBIUM PUNCTATUM BORER DAMAGE FOUND

Damage Found:

No - None found at the time of the inspection.

WOOD DECAY DAMAGE FOUND

Description:

No - None found at the time of the inspection.

LYCTUS BORER DAMAGE

Description:

No - None found at the time of the inspection.

EVIDENCE OF ACTIVE TERMITES

Details:

No visible evidence of active termite was detected to accessible areas at the time of inspection.

EXTERNAL AREAS

TERMITES

Termite Activity:

No - None found at the time of the inspection.

TERMITE DAMAGE

Damage Caused by Termites Found:

No - None found at the time of the inspection.

ANOBIUM PUNCTATUM BORER DAMAGE FOUND

Damage Found:

No - None found at the time of the inspection.

WOOD DECAY DAMAGE FOUND

Description:

No - None found at the time of the inspection.

LYCTUS BORER DAMAGE

Description:

No - None found at the time of the inspection.

CONDUCTIVE CONDITIONS

Description:

Gardens or soil have been built up against the base of fences in some areas. This build up can conceal current timber pest attack and significantly increases the risk of future attack. Gardens and soil should not be built up against fencing timbers and we recommend modifications be made; The hot water system overflow is discharging moisture adjacent to the structure. We recommend the overflow be situated over a drain; Influence of nearby areas: Trees; Tree stumps; Adjacent reserve areas;

EVIDENCE OF ACTIVE TERMITES

Details:

No visible evidence of active termite was detected to accessible areas at the time of inspection.

Timbers Exposed To Weather and/or Water: Some species of timber may be used in areas for which they are not suitable. Where this occurs, the timber may be damaged by Timber Pests, in particular termites and wood decay. In most cases, these timbers may be protected with normal maintenance, e.g. regular painting. However in some cases, you should consider replacing the timbers with a more suitable species or material.

ROOF INTERNAL

Inspection within any accessible roof cavity will normally be limited by a number of factors including the method of construction, low pitched or inaccessible sections, insulating materials, ducting and in some instances, stored items.

RESTRICTIONS

Cavity Present/Not Accessible:

Clearance within sections of the roof was too low to allow body access. This allows only a limited visual inspection from a distance to be carried out. Inspection was restricted above the following locations and or areas: Various areas.

Inspection Limitations:

Insulation is present in the roof cavity. This restricted inspection to some roofing timbers. Removal of insulation is not within the scope of a standard visual inspection report. Inspection was restricted above the following locations and or areas: All internal areas.

Access Limitations:

The roof is of trussed style construction and due to the nature of this construction inspection within the roof cavity was limited in some areas. Inspection was restricted above the following locations and or areas: All internal areas.

A comment is not made where access was unable to be gained. Active termites or other timber damaging pests may be present and not detected in areas where inspection was limited, obstructed or access was not gained. Timbers above the areas nominated were not accessed and not able to be inspected. Recommend access be gained to allow a full inspection of inaccessible areas.

TERMITES

Termite Activity:

No - None found at the time of the inspection.

TERMITE DAMAGE

Damage Caused by Termites Found:

No - None found at the time of the inspection.

ANOBIUM PUNCTATUM BORER DAMAGE FOUND

Damage Found:

No - None found at the time of the inspection.

WOOD DECAY DAMAGE FOUND

Description:

No - None found at the time of the inspection.

LYCTUS BORER DAMAGE

Description:

No - None found at the time of the inspection.

EVIDENCE OF ACTIVE TERMITES

Details:

No visible evidence of active termite was detected to accessible areas at the time of inspection.

SUBFLOOR

Active termites or other timber damaging pests may be present and not detected in areas where inspection was limited, obstructed or access was not gained. We STRONGLY recommend that access be gained to all inaccessible areas.

RESTRICTIONS SLAB

Slab Areas:

Some sections of the property are constructed on a concrete slab below which there is no subfloor for inspection. See important information in Definitions Section on Concrete Slab Homes (Part or Full Slab).

TERMITES

Termite Activity:

No - None found at the time of the inspection.

TERMITE DAMAGE

Damage Caused by Termites Found:

No - None found at the time of the inspection.

ANOBIUM PUNCTATUM BORER DAMAGE FOUND

Damage Found:

No - None found at the time of the inspection.

WOOD DECAY DAMAGE FOUND

Description:

No - None found at the time of the inspection.

LYCTUS BORER DAMAGE

Description:

No - None found at the time of the inspection.

SUBFLOOR CONDUCTIVE CONDITIONS

Description

We note the general lack of ant capping or deficiencies in the fitment of ant capping. The purpose of ant capping is to reduce the risk of concealed termite attack. Ant capping should be repaired or installed where possible;

EVIDENCE OF ACTIVE TERMITES

Details:

No visible evidence of active termite was detected to accessible areas at the time of inspection.

SUBFLOOR VENTILATION

Description:

Subfloor ventilation appears to be adequate at the time of inspection.

FINAL DETAILS

FINAL DETAILS

Is There a Termite Management Sticker?

No.

Evidence of a Sticker That Has Been Removed:

No.

Evidence of Previous Treatment:

No.

Level of Environmental Termite Pressure:

High.

Overall Risk of Timber Pest Infestation:

Moderate to High.

Major Safety Hazards:

Major safety hazards related to timber pest activity and/or damage were not identified.

Termite Management Recommendation:

Not Essential, but 12 monthly inspections are recommended.

Frequency of Further Inspections:

12 Months.

Termite Treatment Proposal Provided:

No.

Important Note: Where a Major Safety Hazard is identified above, it must be attended to and/or rectified to avoid the possibility of personal injury &/or death.

FUTURE INSPECTIONS: AS 3660.2-2000 recommends that inspections be carried out at intervals no greater than annually and that, where timber pest "pressure" is greater, this interval should be shortened. Inspections WILL NOT stop timber pest infestation; however, the damage which may be caused will be reduced when the infestation is found at an early stage.

NOTE: TIMBERS EXPOSED TO WEATHER AND/OR WATER:

Some species of timber may be used in areas for which they are not suitable. Where this occurs, the timber may be damaged by Timber Pests, in particular termites and wood decay. In most cases, these timbers may be protected with normal maintenance, e.g. regular painting. However in some cases, You should consider replacing the timbers with a more suitable species or material.

It is strongly recommended that You consult a Builder, Architect or other specialist in the field to inspect exposed timbers to give expert advice on their durability and suitability for the situation in which they are used.

Refer to Important Maintenance Advice below regarding what a property owner can do to help reduce risk of Timber Pest attack.

NOTE: IMPORTANT LIMITATIONS FOR SAFE AND REASONABLE ACCESS:

Only areas where reasonable access was available were inspected. AS 4349.3 defines reasonable access and states that access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

ROOF VOID - the dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 3.6M ladder, and, there is at least 600mm x 600mm of space to crawl;

ROOF EXTERIOR - must be accessible by a 3.6M ladder placed safely on the ground.

SUBFLOOR - Access is normally not available where dimensions are less than 500mm x 400mm for the access hole and less than 400mm of crawl space beneath the lowest bearer, or, less than 500mm beneath the lowest part of any concrete floor;

The inspector shall determine whether sufficient space is available to allow safe access to confined areas.

FOIL INSULATION

As inspection of the roof void was not possible or limited, areas obstructed by insulation are excluded from this inspection and report. Please note since an inspection of the area was not possible, defects and/or termite activity/damage may exist in these areas. A full inspection of the roof void would not be possible unless the insulation is removed.

Foil insulation and insulation installed that covers the ceiling floor structural elements and/or electrical fittings constitutes a potential health and safety risk as it constitutes a physical access, or fires risk and we strongly recommend inspection by a licensed electrician.

Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods. The inspector shall determine whether sufficient space is available to allow safe access to confined areas.

NOTE: TERMITES

Where the evidence of live termites or termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings is high to extremely high.

Where evidence of termite activity was found in the grounds then the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s) then the risk of a further attack is very high.

We claim no expertise in building and if any evidence or damage has been reported then You must have a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

VERY IMPORTANT: If live termites or any evidence of termite workings or damage was reported above within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite

activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if You arrange for an invasive inspection. We claim no expertise in structural engineering or building. We strongly recommend that You have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage whether disclosed by this report or not. (See Terms & Limitations).

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of inspection, You must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "*Australian Standard 3660*" with ongoing inspections is provided, You must arrange for a treatment in accord with "*Australian Standard 3660*" to be carried out immediately to reduce the risk of further attack.

INVASIVE INSPECTION: A more thorough INVASIVE INSPECTION is available. Where any current visible evidence of Timber Pest activity is found it is **strongly recommended** that a more invasive inspection is performed. Trees and stumps on the property with a diameter in excess of 100mm have been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that You arrange to have trees test drilled for evidence of termite nests.

WARNING: If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment are reported then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc. are removed.

Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own inquiries as to the quality of the treatment, when it was carried out and warranty information. In most cases You should arrange for a treatment in accord with "*Australian Standard 3660*" be carried out to reduce the risk of further attack.

NOTE: BORERS

Lyctus brunneus (powder post beetle) is not considered a significant pest of timber. Damage is confined to the sapwood so treatment or timber replacement is not usually required. However, You should have a building expert investigate if any timber replacement is required.

Anobium punctatum (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle) must always be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain and the treatment may need to be carried out each year for up to three years.

We claim no expertise in building and if any evidence or damage has been reported then You must have a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

BORER RECOMMENDATIONS: Replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active (see above). A chemical treatment to control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option You should consult with a builder (See Terms & Limitations) to determine if the timbers are structurally sound. Following the initial treatment a further inspection is essential in twelve months' time to determine if further treatment is needed. Treatments over a number of consecutive years may be required.

NOTE: FUNGAL DECAY

We claim no expertise in building and if any evidence of fungal decay or damage has been reported then You should consult a building expert to determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

NOTE: MOISTURE

High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay.

If high moisture was reported then You must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

Refer to Important Maintenance Advice below regarding what a property owner can do to help reduce risk of Timber Pest attack.

WATER LEAKS: especially in or into the subfloor or against the external walls e.g. leaking taps, water tanks, leaking roofs or down pipes and or guttering, increases the likelihood of termite attack. Leaking showers or leaks from other wet areas also increase the likelihood of concealed termite attack. These conditions are also conducive to borer activity and wood decay.

We claim no expertise in building and if any leaks were reported then You must have a plumber or other building expert determine the full extent of damage and the estimated cost of repairs.

Hot water services, air conditioning units which release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.

We claim no expertise in building and if any leaks were reported then You must have a plumber or other building expert determine the full extent of damage and the estimated cost of repairs.

WATER TANKS: Water tanks are required to be installed in new homes in some states and many homes have had them retroactively installed as a conservation measure. Tanks which release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.

MOISTURE: High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay.

If high moisture was reported then You must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

DRAINAGE: Poor drainage, especially in the subfloor, greatly increases the likelihood of wood decay and termite attack.

Where drainage is considered inadequate a plumber, builder or other building expert must be consulted.

VENTILATION: Ventilation, particularly in the sub-floor region is important in minimising the opportunity for Timber Pests to establish themselves within a property.

MOULD: Mould on walls and ceilings etc.; is an indicator of high moisture or very poor ventilation. If reported You need to have the reason investigated by a builder or an Industry Hygienist as its presence may indicate the presence of a water leak, wood decay or termites behind the wall or ceiling sheeting.

SLAB EDGE EXPOSURE: Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The concrete edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case You should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may have resulted in concealed timber damage.

NOTE: A very high proportion of termite attacks are over the edge of both Infill and other concrete slabs types. Covering the edge of a concrete slab makes concealed termite entry easy. Infill slab type construction has an even higher risk of concealed termite ingress as the slab edge is concealed due to the construction design and cannot be exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person e.g. Builder, Architect. Construction Plans may be obtainable by your conveyancer. Termite activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2. Where the slab edge is not fully exposed or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months in accordance with AS 3660.2.

INFILL SLAB: A slab on the ground cast between walls. Other slabs should be in accordance with AS 2870 - 1996 and AS 3660.1-2000.

WEEP HOLES IN EXTERNAL WALLS: It is very important that soil, lawn, concrete paths or pavers do not cover the weep holes. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.

TERMITE SHIELDS (ANT CAPS) should be in good order and condition so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Joins in the shielding should have been soldered during the installation. Whenever it is observed that the joins in the shielding have not been soldered then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation.

If considered inadequate a builder or other building expert should be consulted.

In relying upon this report you should read and understand the following important information. It will help explain what is involved in a timber pest inspection, the difficulties faced by a timber pest inspector and why it is not possible to guarantee that a property is free of timber pests. It also details important information about what you can do to help protect your property from timber pest attack. This information forms an integral part of the report.

DEFINITIONS:

For the purpose of this inspection, the definitions below apply;

Active - The presence of live timber pests at the time of inspection.

Inactive - The absence of live timber pests at the time of inspection.

Note: Where visual evidence of inactive termite workings and/or damage is located, it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without the benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continued, regular inspections are essential.

Minor - Damage that is surface damage only and does not appear to require any timber replacement or repairs to be carried out.

Moderate - Damage that is more than surface damage but is unlikely to necessitate any timber replacement or repairs to be carried out.

Severe - Damage that appears to be significant and the integrity or serviceability of timbers may be impaired. A builder's opinion must be sought in the case of severe damage.

Timber Damage - Where this report includes comments in relation to the severity of timber damage, it must be understood that this is not a qualified builder's opinion. It is essential that any timber damage be referred to a suitably qualified building professional and obtain a special purpose building report relating to the extent of the timber damage. The full extent of damage may only be revealed by invasive inspection methods including probing and the removal of lining materials. This type of invasive inspection has not been carried out and you should understand that the extent and/or severity of timber damage may be found to increase significantly on such an invasive inspection. The references contained within this report that may refer to the extent of timber damage have only been included to assist in determining treatment specifications and not to quantify the damage and must not be relied upon to determine the costs of repair or replacement.

A More Invasive Physical Inspection Is Available And Recommended

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting: insulation, stored items, furniture or foliage during the inspection. We WILL physically touch, tap, test and when necessary force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes. This style of report is available by ordering with several days' notice. Inspection time for this style of report will be greater than for a VISUAL INSPECTION. It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above

information and confirm that our firm will not be held liable for any damage caused to the property. A price is available on request.

Important Maintenance Advice regarding Integrated Pest Management (IPM) for Protecting against Timber Pests

Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc.; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests. Any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavour to ensure such conditions DO NOT occur around your property.

We further advise that you engage a professional pest control firm to provide a suitable termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises when a complete termite management system is installed in accordance with AS 3660.1-2000 for pre-construction termite work or 3660.2-2000 for post-construction termite work and the Australian Pesticides and Veterinary Medicines Authority (APVMA) product label directions are followed precisely, termites may still bridge the management system. However, if the labels directions are followed and the Standard adhered to, and bridging occurs, evidence of the termite ingress will normally be evident to the inspector. Therefore regular inspections in line with the recommendations in this report are essential in addition to any suitable termite management system you install.

You should read and understand the following important information. It will help explain what is involved in a timber pest inspection, the difficulties faced by a timber pest inspector and why it is not possible to guarantee that a property is free of timber pests. It also details important information about what you can do to help protect your property from timber pests. This information forms an integral part of the report.

CONCRETE SLAB HOMES:

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc. then it is possible for termites to affect concealed entry into the property. They can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is located in the roof it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions. It is strongly recommended that you have a termite inspection in accordance with AS 3660.2 carried out as recommended in this report.

SUBTERRANEAN TERMITES:

No property is safe from termites! Termites are the cause of the greatest economic losses of timber in service in Australia. Independent data compiled by State Forestry shows 1 in every 5 homes is attacked by termites at some stage in its life. More recent data would indicate that this is now as high as 1 in every 3. Australia's subterranean termite species (white ants) are the most destructive timber pests in the world. In fact it can take "as little as 3 months for a termite colony to severely damage almost all the timber in a home".

How Termites Attack your Home. The most destructive species live in large underground nests containing several million timber destroying insects. The problem arises when a nest matures near your home. Your home provides natural shelter and a food source for the termites. The gallery system of a single colony may exploit

food sources over as much as one hectare, with individual galleries extending up to 50 metres to enter your home, where there is a smorgasbord of timber to feast upon. Even concrete slabs do not act as a barrier; they can penetrate through cracks in the slab to gain access to your home. They even build mud tubes to gain access to above ground timbers. In rare cases termites may create their nest in the cavity wall of the property without making ground contact. In these cases it may be impossible to determine their presence until extensive timber damage occurs.

Termite Damage; Once in contact with the timber they excavate it often leaving only a thin veneer on the outside. If left undiscovered the economic species can cause many thousands of dollars damage and cost two to five thousand dollars (or more) to treat.

Subterranean Termite Ecology: These termites are social insects usually living in underground nests. Nests may be in trees or in rare instances they may be in above ground areas within the property. They tunnel underground to enter the building and then remain hidden within the timber making it very difficult to locate them. Where timbers are concealed, as in most modern homes, it makes it even more difficult to locate their presence. Especially if gardens have been built up around the home and termite barriers are either not in place or poorly maintained. Termites form nests in all sorts of locations and they are usually not visible. There may be more than one nest on a property. The diet of termites in the natural environment is the various hardwood and softwood species growing throughout Australia. These same timbers are used in buildings. Worker termites move out from their underground nest into surrounding areas where they obtain food and return to nurture the other casts of termites within the nest. Termites are extremely sensitive to temperature, humidity and light and hence cannot move over ground like most insects. They travel in mud encrusted tunnels to the source of food. Detection of termites is usually by locating these mud tunnels rising from the ground into the affected structure. This takes an expert eye.

Termite barriers protect a building by forcing termites to show themselves. Termites can build mud tunnels around termite barriers to reach the timber above. The presence of termite tracks or leads does not necessarily mean that termites have entered the timber though. A clear view of walls and piers and easy access to the sub-floor means that detection should be fairly easy. However many styles of construction do not lend themselves to ready detection of termites. The design of some properties is such that they make the detection by a pest inspector difficult, if not impossible.

The tapping and probing of walls and internal timbers is an adjunct or additional means of detection of termites but is not as reliable as locating tracks. The use of a moisture meter is a useful aid for determining the presence of termites concealed behind thin wall panels, but it only detects high levels of activity. Older damage that has dried out will not be recorded. It may also provide false readings. Termite tracks may be present in the ceiling space however some roofs of a low pitch and with the presence of sisalation, insulation, air conditioning ductwork and hot water services may prevent a full inspection of the timbers in these areas. Therefore since foolproof and absolute certain detection is not possible the use of protective barriers and regular inspections is a necessary step in protecting timbers from termite attack.

BORERS OF SEASONED TIMBERS:

Borers are the larvae of various species of beetles. The adult beetles lay their eggs within the timber. The eggs hatch out into larvae (grubs) which bore through the timber and can cause significant structural damage. The larvae may reside totally concealed within the timber for a period of several years before passing into a dormant pupal stage. Within the pupal case they metamorphose (change) into the adult beetle which cuts a hole in the outer surface of the timber to emerge, mate and lay further eggs to continue the cycle. It is only through the presence of these emergence holes, and the frass formed when the beetles cut the exit holes that their presence can be detected. Where floors are covered by carpets, tiling, or other floor coverings and where no access to the underfloor area is available it is not possible to determine whether borers are present or not. This is particularly the case with the upper floors of a dwelling.

Borers of green unseasoned timber may also be present. However these species will naturally die out as the timbers dry out in service. Whilst some emergence holes may occur in a new property it would be unusual for such a borer to cause structural damage, though the exit holes may be unsightly.

Anobium borer (furniture beetle) and Queensland pine borer: These beetles are responsible for instances of flooring collapse, often triggered by a heavy object being placed on the floor (or a person stepping on the affected area!) Pine timbers are favoured by this beetle and, while the sapwood is preferred, the heartwood is sometimes attacked. Attack by this beetle is usually observed in timbers that have been in service for 10-20 years or more and mostly involves flooring and timber wall panelling. The *frass* from the flight holes (faeces and chewed wood) is fine and gritty. Wood attacked by these borers is often honeycombed.

Lyctus borer (powder post beetle): These borers only attack the sapwood of certain susceptible species of hardwood timber. Since it is a requirement that structural timbers contain no more than 25% Lyctus susceptible sapwood these borers are not normally associated with structural damage. Replacement of affected timbers is not recommended and treatment is not approved. Where decorative timbers are affected the emergence holes may be considered unsightly in which case timber replacement is the only option. Powder post beetles mostly attack during the first 6-12 months of service life of timber. As only the sapwood is destroyed, larger dimensional timbers (such as rafters, bearers and joists) in a house are seldom weakened significantly to cause collapse. In small dimensional timbers (such as tiling and ceiling battens) the sapwood may be extensive, and its destruction may result in collapse. Replacement of these timbers is the only option available.

TIMBER DECAY FUNGI:

The fruiting bodies of wood decay fungi vary in size, shape and colour. The type of fungi encountered by pest controllers usually reside in poorly ventilated subfloors, below wet areas of the home, exterior timbers and in areas that retain water in the soil. The durability and type of timbers are factors along with the temperature and environment. Destruction of affected timbers varies with the symptoms involved. Removal of the moisture source usually alleviates the problem. Fungal decay is attractive to termites and if the problem is not rectified it may well lead to future termite attack.

Important Information:

Any person who relies upon the contents of this report does so acknowledging that the following clauses which define the Scope and Limitations of the inspection form an integral part of the report.

1. VISUAL INSPECTION ONLY:

This is a visual inspection only in accord with the requirements of AS 4349.3 Inspection of buildings Part 3: Timber pest inspections. Visual inspection was limited to those areas and sections of the property to which reasonable access (See Definition) was both available and permitted on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood that furnishings or household items may be concealing evidence of Timber Pests which may only be revealed when the items are moved or removed. In the case of Strata type properties only the interior of the unit is inspected.

2. SCOPE OF REPORT:

This Report is confined to reporting on the discovery, or non-discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (hereinafter referred to as "Timber Pests"), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites (Family:

KALOTERMITIDAE) and European House Borer (*Hyloterpes bijulus Linnaeus*) were excluded from the Inspection, but have been reported on if, in the course of the Inspection, any visual evidence of infestation happened to be found. If *Cryptotermes brevis* (West Indian Dry Wood Termite) or *Hyloterpes bijulus Linnaeus* are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.

3. LIMITATIONS:

Nothing contained in the Report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by Timber Pests. Accordingly this Report is not a guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of Timber Pests will not occur or be found.

4. DETERMINING Extent of damage:

The Report is NOT a structural damage Report. We claim no expertise in building and any observations or recommendations about timber damage should not be taken as expert opinion and CANNOT be relied upon. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then You must assume that there may be concealed structural damage within the building(s). This concealed damage may only be found when wall linings, cladding or insulation is removed to reveal previously concealed timbers. An invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended and You should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required. You agree that neither We nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

5. MOULD:

Mildew and non-wood decay fungi are commonly known as Mould and is not considered a Timber Pest but may be an indicator of poor ventilation or the presence of termites, wood decay or water leaks. Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people.

6. DISCLAIMER OF LIABILITY:

No liability shall be accepted on account of failure of the Report to notify any Termite activity and/or damage present at or prior to the date of the Report in any areas(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Licensed Inspector (including but not limited to any area(s) or section(s) so specified by the Report).

7. DISCLAIMER OF LIABILITY TO THIRD PARTIES:

Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement then they may rely on the report subject to the terms and conditions of this agreement and the Report itself.

Note: In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations the report resulting from this inspection may be passed to the purchaser as part of the sale process providing it is carried out not more than three months prior to listing and is not more than six months old.

8. COMPLAINTS PROCEDURE:

In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection.

If You are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

- (a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and
- (b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty one (21) days of the order.

In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.



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Receipt

Peter Berlis
16 Severne Crescent
Kambah ACT 2902

Invoice #: 20180123

Date: 18/09/2018

Date	Description	Total
17/09/2018	Fundamental Building Report	\$490.00
	Timber Pest Report	\$410.00
	Less Package Discount	-\$227.00
	Property Location: 49 Melaleuce Cres, Catalina	

Thank you for using the services of Surety Property

Total (inc-GST)	\$673.00
Paid to Date	\$673.00
Balance Due	\$0.00