

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Ray White Dubbo 22 Talbragar Street DUBBO NSW 2830 02 6884 1555	Redden Family Real Estate 3 Gilgai Court DUBBO NSW 2830 02 6884 4036
co-agent		
vendor	Macquarie View Partners Pty Ltd ACN 642 424 413 167 Brisbane Street DUBBO NSW 2830	
vendor's solicitor	Michael Butcherine Solicitor 6/12 Commercial Avenue PO Box 175 DUBBO NSW 2830	Tel: 02 6882 0303 mbs@butcherine.com.au
date for completion	42 days	day after the contract date (clause 15)
land (address, plan details and title reference)	11 Tweed Place, Dubbo Lot 420 in Deposited Plan 1276529 Folio Identifier 420/1276529	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant land	
attached copies	documents in the List of Documents as marked or 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	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

buyer's agent

vendor	GST AMOUNT (optional) The price includes GST of: \$	witness
purchaser <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares		witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30): PEXA

Electronic transaction (clause 30) no YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

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

Land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make a **GSTRW payment** (GST 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.

GSTRW payment (GST 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 supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name: Macquarie View Partners Pty Ltd ACN 642 424 413

Supplier's ABN: 70 642 424 413

Supplier's GST branch number (if applicable):

Supplier's business address: 167 Brisbane Street, Dubbo

Supplier's email address: brett@mvppartners.com.au

Supplier's phone number: 0407 459 169

Supplier's proportion of *GSTRW payment*: 100%

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

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate): 1/11 of the purchase price

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

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

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

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

List of Documents

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

These are the Special Conditions to the contract for the sale of 11 Tweed Place, Dubbo.

Terms defined in the contract have the same meaning in these special conditions.

1. Notice to Complete

- 1.1. A Notice to Complete may require completion at specified time and date.
- 1.2. The parties agree that 14 days is a reasonable period between service of a Notice to Complete and the required time of settlement.
- 1.3. A Notice to Complete may be withdrawn by the party serving it, without limiting the right to serve a further Notice.

2. Interest

- 2.1. If, except as solely the vendor's fault, completion does not occur on the completion date, the purchaser must pay interest:
 - 2.1.1. calculated at the rate of ten per cent (10%) per annum;
 - 2.1.2. on any part of the purchase price which has not been paid;
 - 2.1.3. for the period from (but not including) the completion date until (and including) the day the contract is completed.
- 2.2. Interest accrues on a daily basis.
- 2.3. Interest accrued must be paid by the purchaser to the vendor on completion, and this is an essential term.
- 2.4. Clause 2.2 does not apply in respect of any day during which it is solely the vendor's fault that completion cannot occur.

3. Real Estate Agent

- 3.1. The purchaser warrants that the purchaser has not been introduced to the property by any real estate agent other than the agent recorded on the front page of the contract, if any.
- 3.2. The purchaser indemnifies the vendor against any claim, including for commission, in relation to a breach of the warranty in special condition 3.1.

4. Condition of property

- 4.1. The purchaser acknowledges that it is purchasing the property based on its own inspections and enquiries.
- 4.2. The purchaser buys the property:
 - 4.2.1. in its condition and state of repair at the date of this contract;
 - 4.2.2. subject to any defects, latent or patent;

- 4.2.3. subject to any infestation or dilapidation;
- 4.2.4. subject to the nature, location, and availability or otherwise, and any defects in water, sewerage, drainage, gas, electricity, telephone or other connections or services; and
- 4.2.5. subject to any non-compliance with any applicable law, including without limitation any non-compliance disclosed or referred to in the contract.

4.3. The purchaser is not entitled to make any objection, requisition, claim for compensation, or rescind or terminate the terminate rescind or make any objection requisition or claim for compensation, or delay completion, as a result of or arising out of any of the matters referred to in special condition 4.2.

4.4. Clause 4.3 is subject to section 52A of the *Conveyancing Act 1919*.

5. Status of purchaser

5.1. If the purchaser:

- 5.1.1. dies;
 - 5.1.2. becomes a mentally ill person;
 - 5.1.3. becomes a bankrupt;
 - 5.1.4. enters into or resolves to enter into liquidation or provisional liquidation;
 - 5.1.5. enters into a scheme or arrangement with its creditors,
- then the vendor may by written notice rescind the contract, and the provisions of clause 19 apply.

6. Restrictions as to User

6.1. The Purchaser must comply with the restrictions as to user set out in the section 88B instrument that relates to this land, as if they were obligations under this contract.

6.2. The obligations of the Purchaser under special condition 6.1 do not merge on completion.

7. Rates

Unless, at the time of completion, the lot hereby sold has been separately rated by Dubbo Regional Council:

7.1. rates are to be adjusted:

- 7.1.1. on the basis that the Vendor has paid the rates owing up until the end of the then current financial year; and
- 7.1.2. on the basis that the adjustable rates for the lot are \$2,500.00 per annum; and

7.2. the Vendor undertakes to pay any rates owing in respect of the lot for the period until the end of the then current financial year; and

7.3. the Purchaser accepts the Vendor's undertaking, and is not entitled to refuse to complete the contract even if the Purchaser's section 603 certificate discloses that rates are actually owing in respect of the parent lot at the time of completion; and

7.4. this special condition does not merge on completion.

8. Land Tax

If at the time of completion, the Vendor's section 47 certificate discloses that there is land tax owing on or in respect of the lot:

8.1. the Vendor undertakes to pay any and all land tax in respect of the lot for the period up to the date of completion; and

8.2. the Purchaser accepts the Vendor's undertaking, and is not entitled to refuse to complete the contract even if no clear land tax certificate is available at completion; and

8.3. this special condition does not merge on completion

9. Caveat

The purchaser is not entitled to lodge a caveat on the land before completion.

10. Deposit

10.1. Despite anything else in this contract, the deposit is to be held by the Vendor's solicitor as stakeholder.

10.2. Despite any other provision of the contract, the deposit is payable as follows:

10.2.1. as to five per cent (5%), on the date of this contract; and

10.2.2. as to the balance, on the earlier of completion of this contract and the date of the breach of a term of this contract by the purchaser which would entitle the vendor to exercise the rights conferred under clause 9 (including forfeiture of the deposit) and in this respect time is of the essence.

10.3. On any default by the purchaser which entitles the vendor to exercise the rights conferred by clause 9 (including forfeiture of the deposit), the vendor is entitled to sue the purchaser for any part of the deposit then unpaid, and recover it as a liquidated debt.

11. Fencing

11.1. The Vendor will, at the Vendor's expense construct colorbond boundary fences:

11.1.1. to the side boundary from the rear up to about 6 metres from the front boundary; and

11.1.2. on the rear boundary,
of the land hereby sold.

11.2. This clause does not merge on completion.



FOLIO: 420/1276529

SEARCH DATE	TIME	EDITION NO	DATE
6/1/2022	3:19 PM	1	5/1/2022

LAND

LOT 420 IN DEPOSITED PLAN 1276529
AT DUBBO
LOCAL GOVERNMENT AREA DUBBO REGIONAL
PARISH OF DUBBO COUNTY OF LINCOLN
TITLE DIAGRAM DP1276529

FIRST SCHEDULE

MACQUARIE VIEW PARTNERS PTY LTD

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1148946 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1148946 EASEMENT TO DRAIN WATER 4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1204528 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 AR372239 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 6 DP1276529 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1276529 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 8 DP1276529 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 9 DP1276529 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 10 DP1276529 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 11 DP1276529 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

COORDINATE SCHEDULE						
MARK	MGA2020 COORDINATES	CLASS	PU	METHOD	STATE	
SSM 52609	EASTING 652 350.628	NORTHING 6 428 222.831	B	0.03	FROM SCIMS	FD
PM 30591	652 679.232	6 427 291.332	C	N/A	FROM SCIMS	FD
SSM 101289	652 385	6 427 785	U	N/A	FROM SCIMS	FD
SSM 195815	652 378	6 427 962	U	N/A	FROM SCIMS	FD
SSM 195816	652 380	6 428 020	U	N/A	FROM SCIMS	FD
SSM 190101	652 401	6 428 127	U	N/A	FROM SCIMS	FD
SSM 172898	652 309.834	6 427 881.305	D	N/A	CADASTRAL TRAV	PL
PM 5958	651 517.817	6 427 615.659	B	0.02	FROM SCIMS	FD
SSM 101284	652 281.233	6 427 799.123	D	N/A	CADASTRAL TRAV	FD

DATE OF SCIMS COORDINATES: 21st of April 2021
MGA ZONE: 55
MGA DATUM: GDA2020
COMBINED SCALE FACTOR: 0.9999839

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
SSM 52609	280.629	LC	0.02	SCIMS ADOPTED	FD
SSM 172898	276.615	LC	N/A	TRIG HEIGHTING	PL
SSM 101284	275.669	LC	N/A	TRIG HEIGHTING	PL
PM 30591	274.871	LC	0.03	SCIMS - DATUM VALIDATION	FD

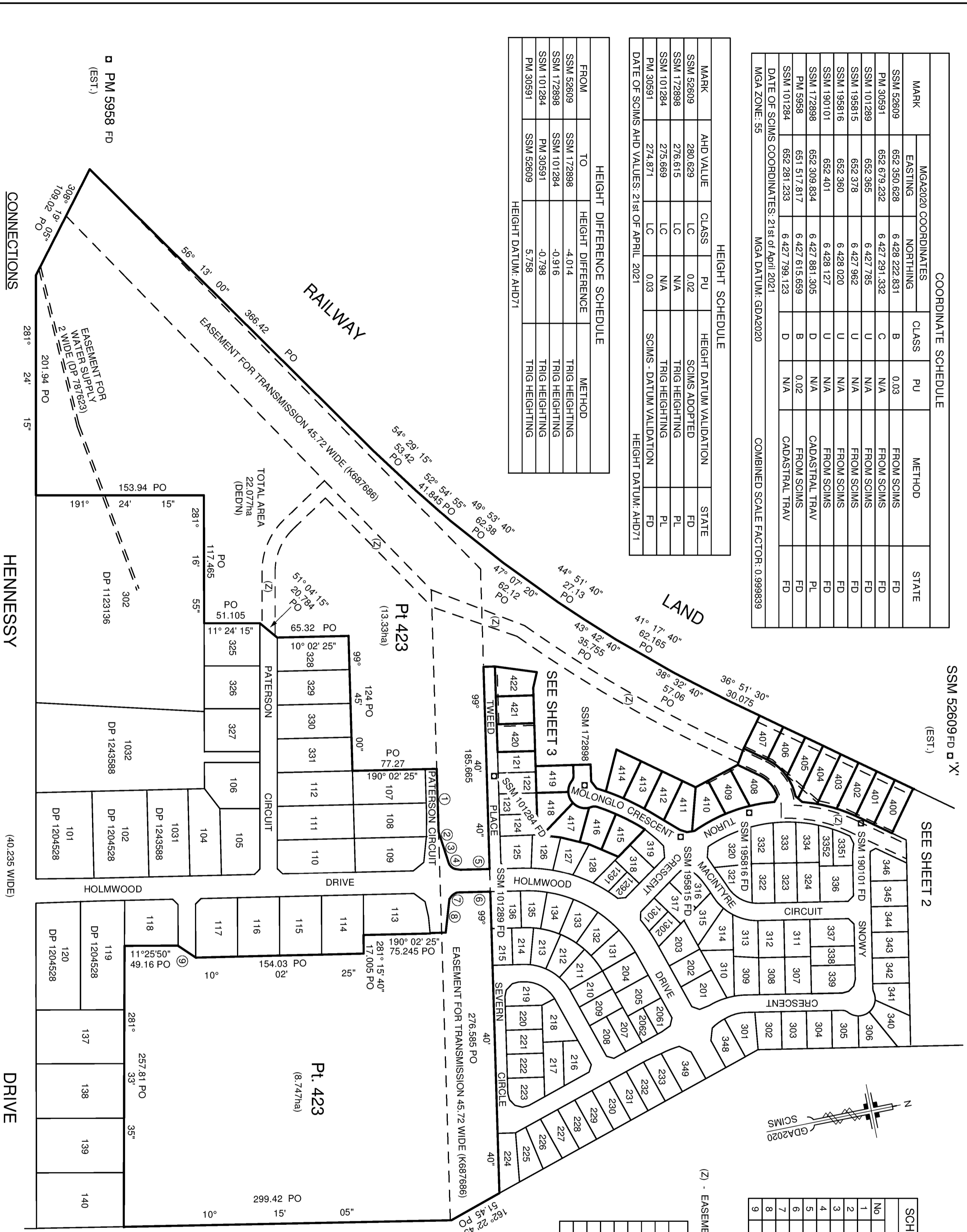
DATE OF SCIMS AHD VALUES: 21st of April 2021
HEIGHT DATUM: AHD71

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 52609	SSM 172898	-4.014	TRIG HEIGHTING
SSM 172898	SSM 101284	-0.916	TRIG HEIGHTING
SSM 101284	PM 30591	-0.798	TRIG HEIGHTING
PM 30591	SSM 52609	5.758	TRIG HEIGHTING

HEIGHT DATUM: AHD71

SCHEDULE OF NUMBERED BOUNDARIES				
No	CHORD BEARING	DISTANCE	ARC BEARING	RAD
1	99° 40' 40"	41.66		
2	270° 13' 05"	33.175		
3	266° 04' 45"	11.245		
4	228° 03' 35"	12.565	13.535	10.2
5	190° 02' 25"	27.775		
6	190° 02' 25"	27.905		
7	148° 55' 00"	13.415	14.64	10.2
8	287° 47' 35"	28.435		
9	45° 20' 40"	19.32		

CONNECTIONS			
FROM	TO	BEARING	DISTANCE
SSM 52609	SSM 190101	158° 30' 29"	110.365
SSM 190101	SSM 195816	197° 14' 16"	106.500
SSM 195816	SSM 195815	169° 08' 01"	59.919
SSM 195815	SSM 172898	217° 53' 54"	99.269
SSM 172898	SSM 101284	199° 11' 19"	87.031
SSM 101284	SSM 101289	99° 38' 52"	85.281
SSM 101289	PM 3059	147° 32' 23"	585.014



CONNECTIONS

MARK	BEARING	DISTANCE	STATE
SSM 52609 - PM 30591	160° 34' 07"	987.920	MGA GROUND SURVEY
SSM 52609 - PM 30591	160° 34' 07"	987.951	SURVEY
SSM 30591 - PM 5958	285° 36' 08"	1206.045	MGA GROUND SURVEY
SSM 30591 - PM 5958	285° 36' 11"	1206.044	SURVEY
SSM 5958 - PM 52609	53° 54' 20"	1030.815	MGA GROUND SURVEY
SSM 5958 - PM 52609	53° 54' 17"	1030.825	SURVEY

HENNESSY DRIVE

DRIVE

PM 30591 FD (EST.)

Surveyor: GRAEME STEPHEN ASTLEY
Date of Survey: 21/04/2021
Surveyor's Ref: 20/76

PLAN OF SUBDIVISION OF LOT 1002 DP 1244560

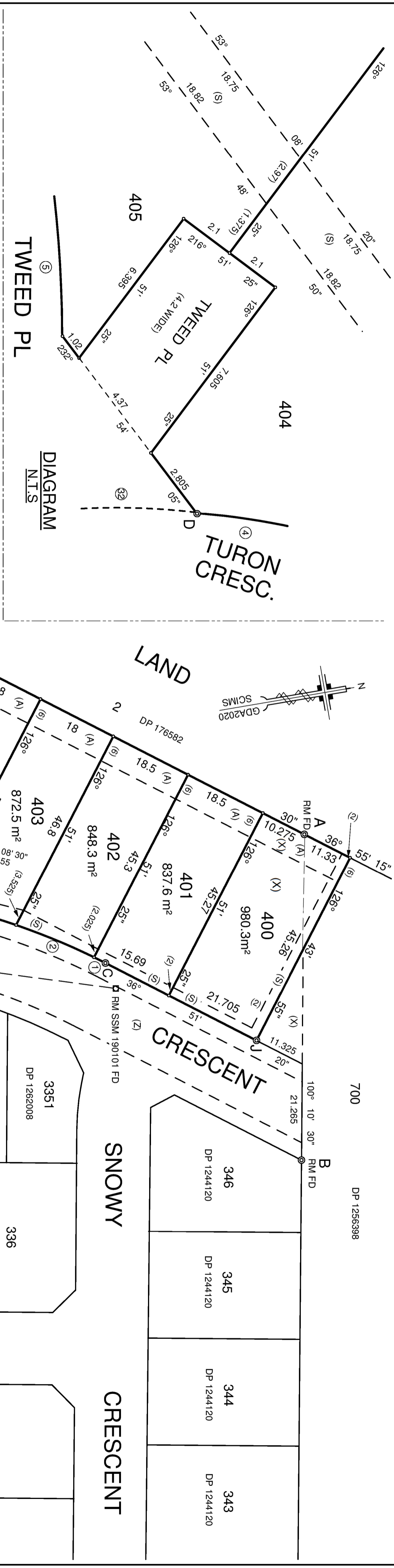
L. G. A. : DUBBO REGIONAL
Locality: DUBBO
Subdivision No.: SC12-19
Lengths are in metres.
Reduction Ratio 1 : 2500

Registered
5.1.2022

DP1276529

Table of mm	30	40	50	60	70	80	90	100	110	120	130	140		
00	10	20	30	40	50	60	70	80	90	100	110	120	130	140

Drive Jobs 2020 20-76 (MV) - DP - GA



REFERENCE AND PERMANENT MARKS

COR	BEARING	DISTANCE	FROM	PLAN
A	150° 42' 00"	0.5	G. I. ROD	FD DP 787823
B	76° 01' 00"	6.14	D. H. WING	FD DP 1244120
C	107° 41' 00"	15.94	D. H. WING	FD DP 1244120
D	257° 19' 54"	6.091	RM SSM 190101	FD DP 1244120
E	283° 14' 40"	3.88	D. H. WING	PL
F	303° 54' 00"	15.94	D. H. WING	PL
G	303° 58' 30"	3.9	D. H. WING	PL
H	276° 43' 59"	12.13	D. H. WING	PL
I	342° 35' 43"	3.936	RM SSM 195816	FD DP 1237214
J	206° 59' 00"	10.069	RM SSM 195815	FD DP 1237214
K	206° 59' 00"	4.44	D. H. WING	
L	173° 27' 20"	12.105	D. H. WING	
M	282° 35' 20"	4.33	D. H. WING	

SCHEDULE OF CURVED & SHORT BOUNDARIES

CHORD	BEARING	DISTANCE	ARC	RAD
1	216° 19' 00"	2.81	2.81	149.5
2	212° 13' 15"	18.56	18.575	149.5
3	205° 08' 10"	18.385	18.395	149.5
4	198° 57' 05"	13.88	13.885	149.5
5	257° 52' 45"	19.775	19.92	48
6	231° 47' 25"	23.55	23.795	48
7	217° 13' 20"	0.615	0.615	48
8	60° 34' 10"	25.74	26.49	32
9	182° 09' 05"	22.86	22.885	149.5
10	176° 55' 05"	4.43	4.43	149.5
11	172° 26' 20"	18.93	18.945	149.5
12	162° 35' 05"	32.42	32.48	149.5
13	182° 14' 00"	2.285		
14	191° 24' 50"	25.42	25.45	149.5

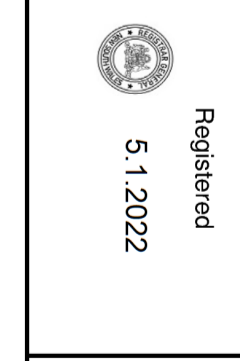
- (A) - RESTRICTION ON THE USE OF LAND (6 WIDE)
- (B) - EASEMENT TO DRAIN WATER 3 WIDE
- (C) - EASEMENT TO DRAIN SEWAGE 3 WIDE
- (S) - EASEMENT TO DRAIN SEWAGE 2 WIDE & VARIABLE
- (W) - EASEMENT TO DRAIN WATER 2 WIDE
- (Z) - EASEMENT TO DRAIN WATER 12, 10.5 & VARIABLE (DP 1204528)

(X) BENEFITED BY:
 - EASEMENT TO DRAIN SEWAGE 2 WIDE (DP 1148946)
 - EASEMENT TO DRAIN WATER 4 WIDE (DP 1148946)
 - EASEMENT TO DRAIN WATER 2 WIDE (DP 1204528)

Surveyor: GRAEME STEPHEN ASTLEY
 Date of Survey: 21/04/2021
 Surveyor's Ref: 20/76

PLAN OF SUBDIVISION OF
 LOT 1002 DP 1244560

L. G. A. : DUBBO REGIONAL
 Locality : DUBBO
 Subdivision No. : SC12-19
 Lengths are in metres.
 Reduction Ratio 1 : 600



DP1276529

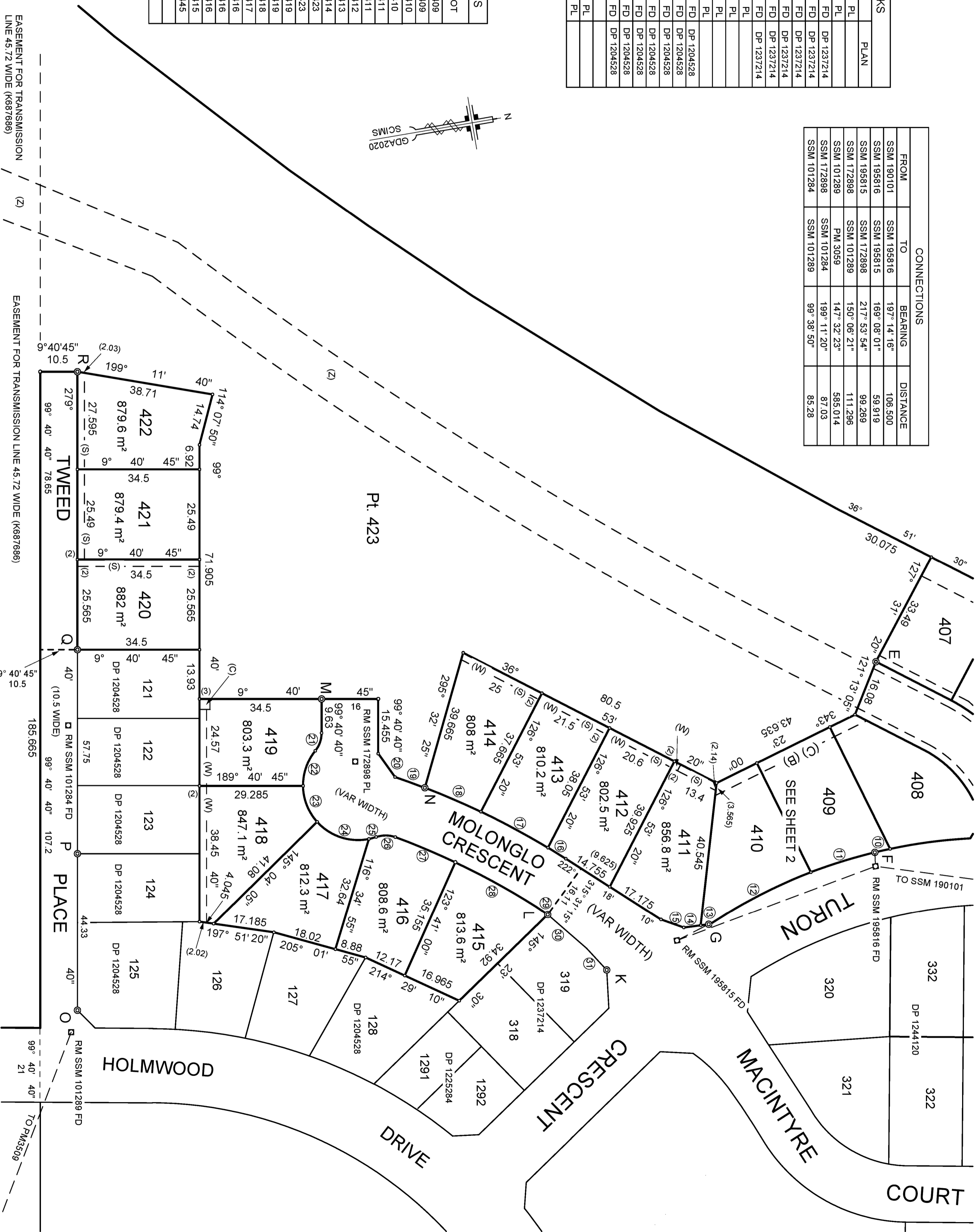
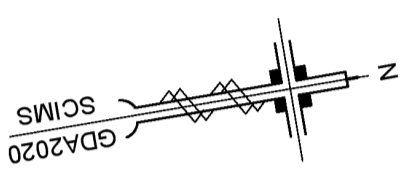
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00	10	20	30	40	50	60	70	80	90	100	110	120	130	140
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REFERENCE AND PERMANENT MARKS			
COR	BEARING	DISTANCE	FROM
E	302° 52' 00"	3.9	D. H. WING
E	303° 58' 30"	12.13	D. H. WING
F	276° 43' 59"	3.936	RM SSM 195816
G	342° 35' 43"	10.069	RM SSM 195815
K	170° 39' 00"	4.11	D. H. & WING
K	158° 50' 00"	18.625	D. H. & WING
L	183° 08' 00"	5.63	D. H. WING
L	155° 50' 00"	13.225	D. H. WING
N	314° 23' 20"	12.495	D. H. WING
N	22° 30' 50"	16.64	RM SSM 172898
M	191° 37' 00"	3.935	D. H. WING
M	190° 23' 10"	12.115	D. H. WING
O	322° 30' 35"	5.648	RM SSM 101289
O	8° 01' 00"	3.845	D. H. WING
P	7° 08' 00"	10.665	D. H. WING
P	10° 06' 00"	3.85	D. H. WING
P	9° 47' 00"	10.66	D. H. WING
Q	7° 51' 00"	10.65	D. H. WING
Q	359° 27' 00"	3.91	D. H. WING
R	290° 09' 00"	21.31	RM SSM 101284
R	2° 59' 30"	10.605	D. H. WING
R	353° 59' 10"	4.015	D. H. WING

CONNECTIONS			
FROM	TO	BEARING	DISTANCE
SSM 190101	SSM 195816	197° 14' 16"	106.500
SSM 195816	SSM 195815	169° 08' 01"	59.919
SSM 195815	SSM 172898	217° 53' 54"	99.289
SSM 172898	SSM 101289	150° 06' 21"	111.296
SSM 101289	PM 3059	147° 32' 23"	585.014
SSM 172898	SSM 101284	199° 11' 20"	87.03
SSM 101284	SSM 101289	99° 38' 50"	85.28

SCHEDULE OF CURVED & SHORT BOUNDARIES				
No	BEARING	DISTANCE	ARC	LOT
10	176° 55' 05"	4.43	4.43	409
11	172° 26' 20"	18.93	18.945	409
12	162° 35' 05"	32.42	32.48	149.5
13	182° 14' 00"	2.285		410
14	2° 14' 00"	4.8		411
15	209° 06' 55"	6.845		411
16	41° 31' 25"	5.93	5.93	218
17	37° 55' 00"	21.505	21.51	218
18	32° 49' 30"	17.24	17.245	218
19	29° 23' 05"	8.93	8.935	218
20	63° 56' 40"	8.175		423
21	299° 08' 25"	5.33	5.435	8
22	298° 48' 50"	10.495	10.705	15.5
23	258° 23' 50"	10.92	11.16	15.5
24	207° 57' 20"	15.415	16.13	15.5
25	174° 14' 15"	2.11	2.11	416
26	190° 02' 30"	5.395	5.505	8
27	32° 21' 50"	18.42	18.425	202
28	38° 38' 25"	25.81	25.83	202
29	43° 26' 30"	4.225		415
30	230° 54' 45"	14.515	14.54	445
31	43° 26' 30"	4.225		71



Surveyor: GRAEME STEPHEN ASTLEY
 Date of Survey: 21/04/2021
 Surveyor's Ref: 20/76

PLAN OF SUBDIVISION OF
 LOT 1002 DP 1244560

L. G. A.: DUBBO REGIONAL
 Locality: DUBBO
 Subdivision No.: SC12-19
 Lengths are in metres.
 Reduction Ratio 1 : 600

Registered
 5.1.2022


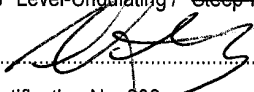
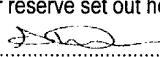
DP1276529

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection


DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

<p>Registered:  5.1.2022</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p style="text-align: center; font-size: 2em;">DP1276529</p>
<p style="text-align: center;">PLAN OF SUBDIVISION OF LOT 1002 DP 1244560</p>	<p>LGA: DUBBO REGIONAL Locality: DUBBO Parish: DUBBO County: LINCOLN</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, GRAEME STEPHEN ASTLEY of IMRIE, ASTLEY & ASSOC. PO BOX 4626 DUBBO EAST NSW 2830 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on....., or</p> <p>*(b) The part of the land shown in the plan (*being*excluding ** . LOTS 400 - 422.) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, 21/4/2021 the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 06/08/2021</p> <p>Surveyor Identification No: 382 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I,.....(Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>
<p>Plans used in the preparation of survey/compilation. DP 1204528, DP 1030815, DP1235612, DP 1237214, DP 1244560</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Stephen Wallace</u> *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  <small>Electronic signature of me, Stephen Wallace, affixed by me, or at my direction, on 8/12/2021.</small></p> <p>Registration number: <u>N/A</u> Consent Authority: <u>Dubbo Regional Council</u> Date of endorsement: <u>8/12/2021</u> Subdivision Certificate number: <u>SC12-19</u> File number: <u>D12-19</u></p> <p>*Strike through if inapplicable.</p>
<p>Surveyor's Reference: 20-76</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE TWEED PLACE (4.2, 10.5 & 16 WIDE) SUBJECT TO EASEMENT TO DRAIN WATER 12, 10.5 & VARIABLE WIDTH DP 1204528), AND MOLONGLO CRESCENT (16 WIDE) TO THE PUBLIC AS PUBLIC ROAD</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)


<p>Registered:  5.1.2022</p> <p style="text-align: right;">Office Use Only</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1276529</h1>
<p>PLAN OF SUBDIVISION OF LOT 1002 DP 1244560</p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
<p>Subdivision Certificate number: SC12-19</p> <p>Date of Endorsement: 8/12/2021</p>	

Lot Number	Address Number	Road Name	Road Type	Locality Name
400	22	TURON	CRESCENT	DUBBO
401	20	TURON	CRESCENT	DUBBO
402	18	TURON	CRESCENT	DUBBO
403	16	TURON	CRESCENT	DUBBO
404	14	TURON	CRESCENT	DUBBO
405	30	TWEED	PLACE	DUBBO
406	28	TWEED	PLACE	DUBBO
407	26	TWEED	PLACE	DUBBO
408	33	TWEED	PLACE	DUBBO
409	10	TURON	CRESCENT	DUBBO
410	8	TURON	CRESCENT	DUBBO
411	1	MOLONGLO	CRESCENT	DUBBO
412	3	MOLONGLO	CRESCENT	DUBBO
413	5	MOLONGLO	CRESCENT	DUBBO
414	7	MOLONGLO	CRESCENT	DUBBO
415	4	MOLONGLO	CRESCENT	DUBBO
416	6	MOLONGLO	CRESCENT	DUBBO
417	8	MOLONGLO	CRESCENT	DUBBO
418	10	MOLONGLO	CRESCENT	DUBBO
419	12	MOLONGLO	CRESCENT	DUBBO
420	11	TWEED	PLACE	DUBBO
421	13	TWEED	PLACE	DUBBO
422	15	TWEED	PLACE	DUBBO
423	N/A			

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20-76

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Registered:  5.1.2022 Office Use Only

Office Use Only

DP1276529

**PLAN OF SUBDIVISION OF
LOT 1002 DP 1244560**

Subdivision Certificate number: SC12-19
Date of Endorsement: 8/12/2021

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

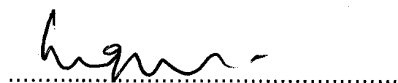
1. RESTRICTION ON THE USE OF LAND (A)
2. EASEMENT TO DRAIN WATER 3 WIDE (B)
3. EASEMENT TO DRAIN SEWAGE 3 WIDE (C)
4. EASEMENT TO DRAIN SEWAGE 2 WIDE & VARIABLE WIDTH (S)
5. EASEMENT TO DRAIN WATER 2 WIDE (W)
6. RESTRICTIONS ON THE USE OF LAND
7. RESTRICTIONS ON THE USE OF LAND
8. RESTRICTIONS ON THE USE OF LAND
9. RESTRICTIONS ON THE USE OF LAND
10. RESTRICTIONS ON THE USE OF LAND

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO RELEASE:

1. RIGHT OF CARRIAGEWAY 18 METRES WIDE AND VARIABLE (DP 1235612)



BRETT IAN ANDERSON
DIRECTOR / SECRETARY
MACQUARIE VIEW PARTNERS PTY LTD



LEIGH MARGARET NASH
DIRECTOR / SECRETARY
MACQUARIE VIEW PARTNERS PTY LTD

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20-76

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



5.1.2022

Office Use Only

Office Use Only

DP1276529

PLAN OF SUBDIVISION OF
LOT 1002 DP 1244560

Subdivision Certificate number: SC12-19
Date of Endorsement: 8/12/2021

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Mortgagee under Mortgage No. AR372239
Signed at Dubbo this 10th day of December
2021 for National Australia Bank Limited ABN 12 004 044 937
by David Elder its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 3 Attorney [Signature]
Witness Signature [Signature]
Witness Name COIN CARLES HARPER
Witness Address 204 MACQUARIE ST DUBBO NSW

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20-76

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 7 sheets)

Plan: **DP1276529**

Plan of subdivision of Lot 1002 in Deposited Plan 1244560 Subdivision Certificate No. SC12-19 Dated 8-12-2021

Full name and address of the owner of the land:

Macquarie View Partners Pty Ltd ACN 642 424 413
 167 Brisbane Street
 DUBBO NSW 2830

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the use of land (A)	Lots 400-407 inclusive	Dubbo Regional Council
2	Easement to drain water 3 wide (B)	Lots 408-410 inclusive	Dubbo Regional Council
3	Easement to drain sewage 3 wide (C)	Lots 419, 408, 409 and 410	Dubbo Regional Council
4	Easement to drain sewage 2 wide & variable (S)	Lots 400 – 407 inclusive Lots 411 to 414 inclusive Lots 420 to 422 inclusive	Dubbo Regional Council
5	Easement to drain water 2 wide (W)	Lots 418 and 419 Lots 411 – 414 inclusive	Dubbo Regional Council
6	Restrictions on the use of land	Lots 400 – 422 inclusive	Dubbo Regional Council
7	Restrictions on the use of land	Lots 400 – 422 inclusive	Each other lot in the Subdivision except Lot 423
8	Restrictions on the use of land	Lots 400 – 422 inclusive	Each other lot in the Subdivision except Lot 423
9	Restrictions on the use of land	Lots 400 – 422 inclusive	Each other lot in the Subdivision except Lot 423

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 2 of 7 sheets)

Plan: **DP1276529**

Plan of Subdivision of Lot 1002 in Deposited Plan no
1244560 Subdivision Certificate No. SC12-19 Dated 8-12-2021

10	Restrictions on the use of land	Lots 400 – 422 inclusive	Each other lot in the Subdivision except Lot 423
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Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit a prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of carriageway 18 metres wide and variable DP 1235612	Lot 57 DP 1235612	Lot 400 (part 1002/1244560)

(Now being Bradford Circuit)

Part 2 (Terms)

Terms of Restrictions on the use of land numbered 1 in the plan

- (a) No dwelling or habitable room shall be constructed on any of these lots within the area marked (A) on the plan.
- (b) Any dwelling or habitable room constructed on the remainder of any of these lots shall be constructed with noise mitigation measures consistent with category 2 noise control treatments as specified in *Appendix C – Acoustic Treatment of Residences* in the *Development near Rail Corridors and Busy Roads Guideline*.

Name of person empowered to release vary or modify restrictions numbered 1 in the plan - Dubbo Regional Council

Terms of Restrictions on the use of land numbered 6 in the plan

- (a) No residential building shall be erected on the lot so burdened unless the footings of such building have been assessed and designed by a properly qualified geotechnical or structural engineer.
- (b) No domestic water supply bore may be constructed on the lot, without the prior approval of Dubbo Regional Council.
- (c) No domestic grey water effluent disposal system may be installed and discharge effluent onto the lot, without the prior approval of Dubbo Regional Council.

Name of person empowered to release vary or modify restrictions numbered 6 in the plan - Dubbo Regional Council

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 3 of 7 sheets)

Plan: DP1276529

Plan of Subdivision of Lot 1002 in Deposited Plan no
1244560 Subdivision Certificate No. SC12-19 Dated 8-12-2021

Terms of Restrictions on the use of land numbered 7 in the plan

- (a) No main building shall be erected or permitted to remain on any lot burdened having external walls of materials other than of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber or any combination of the same, unless a submission is made in writing by the Purchaser at its own cost to the Vendor of the material intended to be used to construct the building and is approved by the Vendor and Dubbo Regional Council prior to construction.
- (b) No building shall be erected or permitted to remain on any lot burdened unless the building is set back from the boundaries of the property in accordance with Dubbo Regional Council Development Control Plan and any other requirements of Dubbo Regional Council.
- (c) No building shall be erected or permitted to remain on any lot burdened with a roof of materials other than tiles or slate or colorbond-type metal roofing.
- (d) No building constructed on the land shall have a flat roof.
- (e) No building erected on any lot shall be used for any commercial, manufacturing, industrial or retail purpose and no offensive or noisy trade or activity, including:
 - (i) the breeding and kennelling of dogs;
 - (ii) the housing of any animals other than pet dogs or cats;
 - (iii) the storing or housing on the property of any plant and machinery that together or on its own exceeds 5 tonnes;
 - (iv) the use of the property for parking of trucks or other earth moving equipment.
- (f) No garage or shed shall:
 - (i) be constructed on the lot burdened between the front building line of the main building and the street alignment;
 - (ii) be constructed on the lot burdened between the front building line and the rear building line of the main building unless it is constructed of the same materials as the main building;
 - (iii) be constructed to the rear of the main building unless the same is of similar design and of similar materials and colour to the main building or is of colorbond construction;
 - (iv) be used for the purposes of a residence.
- (g) No privy or other toilet facilities shall be erected or permitted to remain on any lot burdened unless the same forms part of the main building or part of a cabana serving a swimming pool area providing that nothing herein contained shall prevent any temporary privy or toilet facility being erected or placed on any lot burdened during the construction thereon of the main building provided further that if any such temporary privy or toilet facility is visible from any road or any other lot in the plan, the same shall be suitably screened from such vision and provided further than any such temporary privy or toilet facility is removed immediately upon occupation being taken of the building aforesaid.

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 4 of 7 sheets)

Plan: DP1276529

Plan of Subdivision of Lot 1002 in Deposited Plan no
1244560 Subdivision Certificate No. SC12-19 Dated 8-12-2021

- (h) Except for the purposes of a sale or during the course of construction of buildings, no advertising, hoardings or signs shall be displayed or erected on each lot burdened.
- (i) Except during the course of construction of buildings on each lot burdened, no portable shed or machinery, metal, tiles, timber, bricks or any other building materials shall be placed on the land.
- (j) No unregistered caravans or trailers or other vehicles shall be parked or placed on each lot burdened unless garaged.
- (k) No sand, gravel, soil, loam, stone or other earthen material shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the construction of a building, swimming pool or other structure.
- (l) No fencing shall be erected on each lot burdened that is greater than 1800mm in height.
- (m) For the benefit of adjoining land but only during the ownership thereof by Macquarie View Partners Pty Ltd ACN 642 424 413, its successors and assigns other than purchasers on sale, no fence shall be erected on any lot burdened to divide the same from such adjoining land without prior written consent of Macquarie View Partners Pty Ltd ACN 642 424 413 but such consent shall not be withheld if such fence is erected without the expense to Macquarie View Partners Pty Ltd ACN 642 424 413 and in favour of any person dealing with the purchasers. Such consent shall be deemed to have been given in respect of every such lot for the time being given.

Name of person empowered to release vary or modify restrictions numbered 7 in the plan - Macquarie View Partners Pty Ltd ACN 642 424 413

Terms of Restrictions on the use of land numbered 8 in the plan

- (a) No building shall be erected or permitted to remain on any lot burdened and having a floor area of less than 200 square metres inclusive of car accommodation and verandahs.
- (b) No fence shall be erected on the lots burdened other than colorbond "Summershade" colour fencing and no lattice inserts shall be installed excepting for a 300 millimetre lattice insert in the same colour at the top of any fence.
- (c) No fencing shall be permitted on any lot burdened unless the same is approved by Dubbo Regional Council.

Name of person empowered to release vary or modify restrictions numbered 8 in the plan - Macquarie View Partners Pty Ltd ACN 642 424 413

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 5 of 7 sheets)

Plan: **DP1276529**

Plan of Subdivision of Lot 1002 in Deposited Plan no
1244560 Subdivision Certificate No. SC12-19 Dated 8-12-2021

Terms of Restrictions on the use of land numbered 9 in the plan

- (a) No more than one main building shall be erected on any lot burdened and such main building shall not be used or permitted to be used other than a single private dwelling and no other building, structure, van, caravan, mobile home, transportable home and/or building or other form of home accommodation shall either permanently or temporarily before or after construction of such main building be used as a dwelling. No such main building shall be other than a single storey construction.

Name of person empowered to release vary or modify restrictions numbered 9 in the plan - Macquarie View Partners Pty Ltd ACN 642 424 413

Terms of Restrictions on the use of land numbered 10 in the plan

- (a) Each lot burdened shall not be further subdivided.

Name of person empowered to release vary or modify restrictions numbered 10 in the plan - Macquarie View Partners Pty Ltd ACN 642 424 413

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 6 of 7 sheets)


Plan: DP1276529

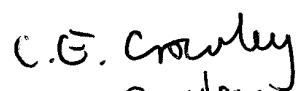
Plan of Subdivision of Lot 1002 in Deposited Plan no
1244560 Subdivision Certificate No. SC12-19 Dated 8-12-2021

Certified correct for the purposes of the Real Property Act 1900
and executed on behalf of the company named below by the
authorised persons whose signatures appear below
pursuant to the authority specified

Company: Macquarie View Partners Pty Ltd ACN 642 424 413

Authority: Section 127 of the Corporations Act 2001

Signature of authorised person: 
Name of authorised person: **Brett Anderson**
Office held: **Director / Secretary**

Signature of authorised person: 
Name of authorised person: **Cameron Crowley**
Office held: **Director**

Executed by **DUBBO REGIONAL COUNCIL**
by its Authorised Delegate pursuant to s377
of the Local Government Act 1993 in the
presence of:



.....
Signature of Witness

Bo Moshage

.....
Cnr Darling and Church Sts, Dubbo

Name and address of witness



.....
Signature of Authorised Delegate

Electronic signature of me,
Stephen Wallace, affixed by me,
or at my direction, on 8/12/2021.

.....
Stephen Wallace

Name of Authorised Delegate

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 7 of 7 sheets)

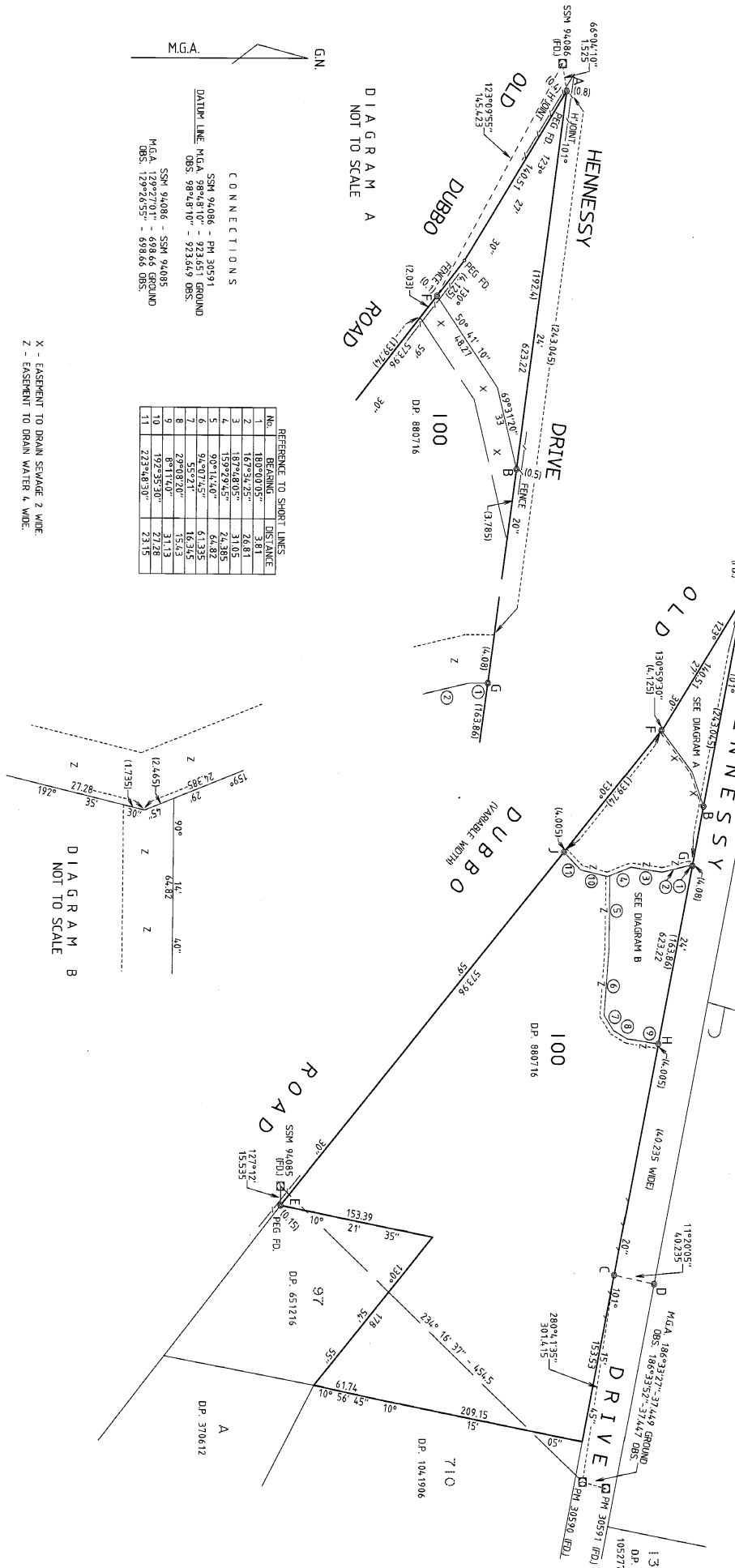
Plan: **DP1276529**

Plan of Subdivision of Lot 1002 in Deposited Plan no
1244560 Subdivision Certificate No. SC12-19 Dated 8-12-2021

Mortgagee under Mortgage No. AR372239
Signed at Dubbo this 10th day of December
2021 for National Australia Bank Limited ABN 12 004 044 937
by David Elder its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 3 Attorney [Signature]
Witness Signature [Signature]
Witness Name COCON CAPITALLES PTY LTD
Witness Address 204 MURPHY ST DUBBO NSW



MARK	SURVEYING REGULATIONS 2006 (CLAUSE 38(1)(b))		ZONE	CLASS	ORDER	METHOD	ORIGIN
PM 30590	EASTING	NORTHING	55	B	2		SCMS
PM 30591	65274.230	642725.048	55	C	2		SCMS
SSM 94086	65274.230	642725.048	55	C	2		SCMS
SSM 94085	65235.383	6426987.407	55	C	4		SCMS
COMBINED SCALE FACTOR 0.999844							
SOURCE: MGA COORDINATES FROM SIMS AS AT 29th SEPTEMBER 2009							



SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DIST.	FROM	ORIGIN
A	1°14'32"	4.425	STEEL ROD	D.P. 880716
B	19°17'24"	1.1	STEEL ROD	D.P. 880716
C	163°35'10"	0.45	STEEL ROD	D.P. 880716
D	163°35'10"	0.45	STEEL ROD	D.P. 880716
E	55°30'00"	0.635	STEEL ROD	D.P. 880716
F	50°41'00"	1.5	STEEL ROD	D.P. 880716
G	180°12'00"	1.5	STEEL ROD	D.P. 880716
H	180°12'00"	1.5	STEEL ROD	D.P. 880716
J	43°49'17"	1.5	STEEL ROD	D.P. 880716

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

Surveyor: **WAYNE KEITH ROWE**
 of LANGFORD & ROWE SURVEYORS, DUBBO
 Date of Survey: 28-9-2009
 Surveyors Ref: 20062963

PLAN OF EASEMENTS EFFECTING LOT 100
 IN D.P. 880716

Lengths are in metres. Reduction Ratio 1 : 2500

L.G.A. **DUBBO**
 Locality **DUBBO**
 Parish **DUBBO**
 County **LINDCOLN**
 Subdivision No. _____

Registered
 05.03.2010

DP1148946 P

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

* OFFICE USE ONLY

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.




DP1148946 S

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN SEWAGE 2 WIDE.
2. EASEMENT TO DRAIN WATER 4 WIDE.

12/11/09
 x *P. Khorsani*

Registered:  05.03.2010 *
 Title System: TORRENS
 Purpose: EASEMENT

PLAN OF EASEMENTS EFFECTING LOT 100 IN D.P. 880716.

LGA: DUBBO
 Locality: DUBBO
 Parish: DUBBO
 County: LINCOLN

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Surveying Regulation, 2006

I, WAYNE KEITH ROWE
 OF LANGFORD & ROWE SURVEYORS, P.O. BOX 373 DUBBO
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 28-9-2009.

The survey relates to:
EASEMENTS TO DRAIN SEWAGE AND WATER AND CONNECTIONS
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *W. M. Rowe* Dated: *7-10-09*
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: SSM 94086 - PM 30591
 Type: Urban / Rural

Crown Lands NSW/Western Lands Office Approval

I, in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed set out herein
 (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:
 Date of Endorsement:
 Accreditation no:
 Subdivision Certificate no:
 File no:

Plans used in the preparation of survey/compilation

DP 880716
 DP 1123136

(if insufficient space use Plan Form 6A annexure sheet)

* Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 2006296G

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.



(Sheet 1 of 1 sheet)

Plan: DP1148946 B

Plan of Easements affecting Lot 100 in DP880716

Full name and address of the owner of the land:

Patricia May Kossieris
 16 Old Dubbo Road
 Dubbo NSW 2830

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Sewage 2 wide	100/880716	301/1123136 and Dubbo City Council
2	Easement to Drain Water 4 wide	100/880716	301/1123136 and Dubbo City Council

Signed in my presence by Patricia May Kossieris who is personally known to me:

TRISH
 X Patricia May Kossieris

Patricia May Kossieris

ADULT WITNESS x SIGN.

[Handwritten Signature]

Signature of Witness

LILY RISTEVSKI

PRINT Full name of Witness (BLOCK LETTERS)

SECRETARY (178 Shellharbour Rd Kembla Warra)

PRINT Occupation and Address of Witness

REGISTERED  05.03.2010

PLAN FORM 2 (APPROVED FORM 3)

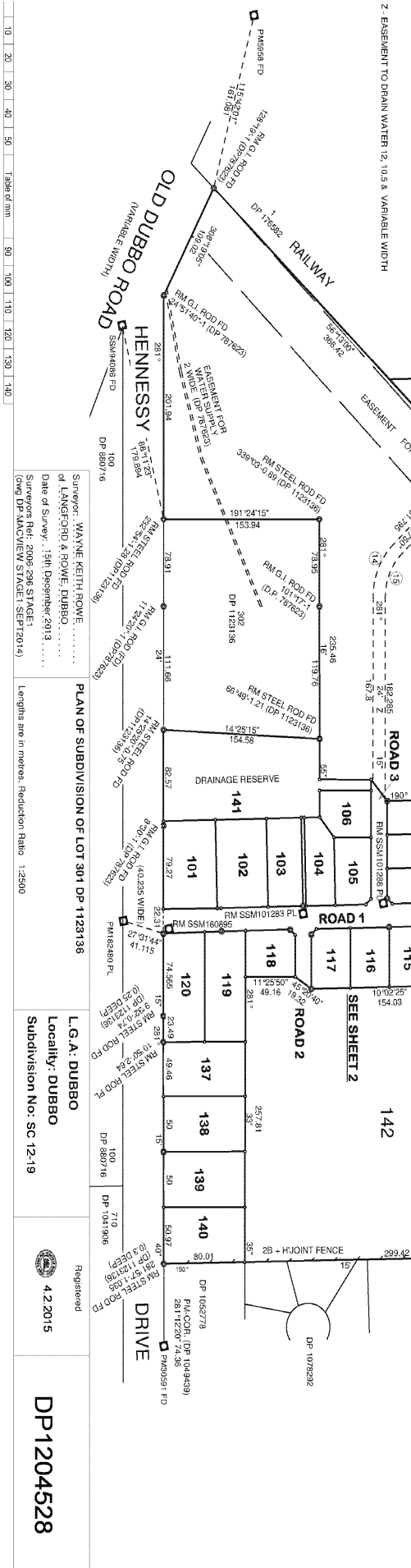
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN SHEET 1 OF 4 SHEETS

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM958	661517.187	6427614.274	B	2	SCIMS	FOUND
PM959	662978.606	6427289.946	C	2	SCIMS	FOUND
SSM95809	662348.995	6428271.447	B	2	SCIMS	FOUND
SSM96208	661765.979	6427451.272	C	4	SCIMS	FOUND
SSM96209	662671.156	6427993.222	D	4	THAV	FOUND
PM9480	662348.995	6427289.946	D	4	THAV	PLACED
SSM95809	662348.995	6427289.946	D	4	THAV	PLACED
SSM95810	662348.995	6427289.946	D	4	THAV	PLACED
SSM95811	662348.995	6427289.946	D	4	THAV	PLACED
SSM95812	662348.995	6427289.946	D	4	THAV	PLACED
SSM95813	662348.995	6427289.946	D	4	THAV	PLACED
SSM95814	662348.995	6427289.946	D	4	THAV	PLACED
SSM95815	662348.995	6427289.946	D	4	THAV	PLACED
SSM95816	662348.995	6427289.946	D	4	THAV	PLACED
SSM95817	662348.995	6427289.946	D	4	THAV	PLACED
SSM95818	662348.995	6427289.946	D	4	THAV	PLACED
SSM95819	662348.995	6427289.946	D	4	THAV	PLACED
SSM95820	662348.995	6427289.946	D	4	THAV	PLACED
SSM95821	662348.995	6427289.946	D	4	THAV	PLACED
SSM95822	662348.995	6427289.946	D	4	THAV	PLACED
SSM95823	662348.995	6427289.946	D	4	THAV	PLACED
SSM95824	662348.995	6427289.946	D	4	THAV	PLACED
SSM95825	662348.995	6427289.946	D	4	THAV	PLACED
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SSM95849	662348.995	6427289.946	D	4	THAV	PLACED
SSM95850	662348.995	6427289.946	D	4	THAV	PLACED

Number	Chord Bearing	Chord Distance	Radius	Arc Length
14	124°21'00"	61.489	65	62.285
15	124°21'00"	61.489	65	62.285
16	221°44'30"	206.816	1202.5	616.816
17	221°44'30"	206.816	1214.5	207.11
18	248°05'30"	48.116	46	50.63
19	248°05'30"	36.23	34	38.205
20	205°13'25"	68.88	146	68.285
21	205°45'55"	65.25	134	63.91

PERMANENT MARK CONNECTIONS
 PM9581 1206 060 OBS
 PM9582 1206 060 OBS
 PM9583 1206 060 OBS
 PM9584 1206 060 OBS
 PM9585 1206 060 OBS
 PM9586 1206 060 OBS
 PM9587 1206 060 OBS
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 PM9698 1206 060 OBS
 PM9699 1206 060 OBS
 PM9700 1206 060 OBS



Scale of 1:12500
 10 20 30 40 50 60 70 80 90 100 110 120 130 140

Surveys: WAIVNE KEITH ROWE
 of LANDFORM & ROVIE, DUBBO
 Date of Survey: 15th December 2013
 Surveyors Ref: 2006 296 STAGE1
 (Cmg DP MACVIEW STAGE1-SEP12014)

Lengths are in metres. Reduction Ratio: 1:2500



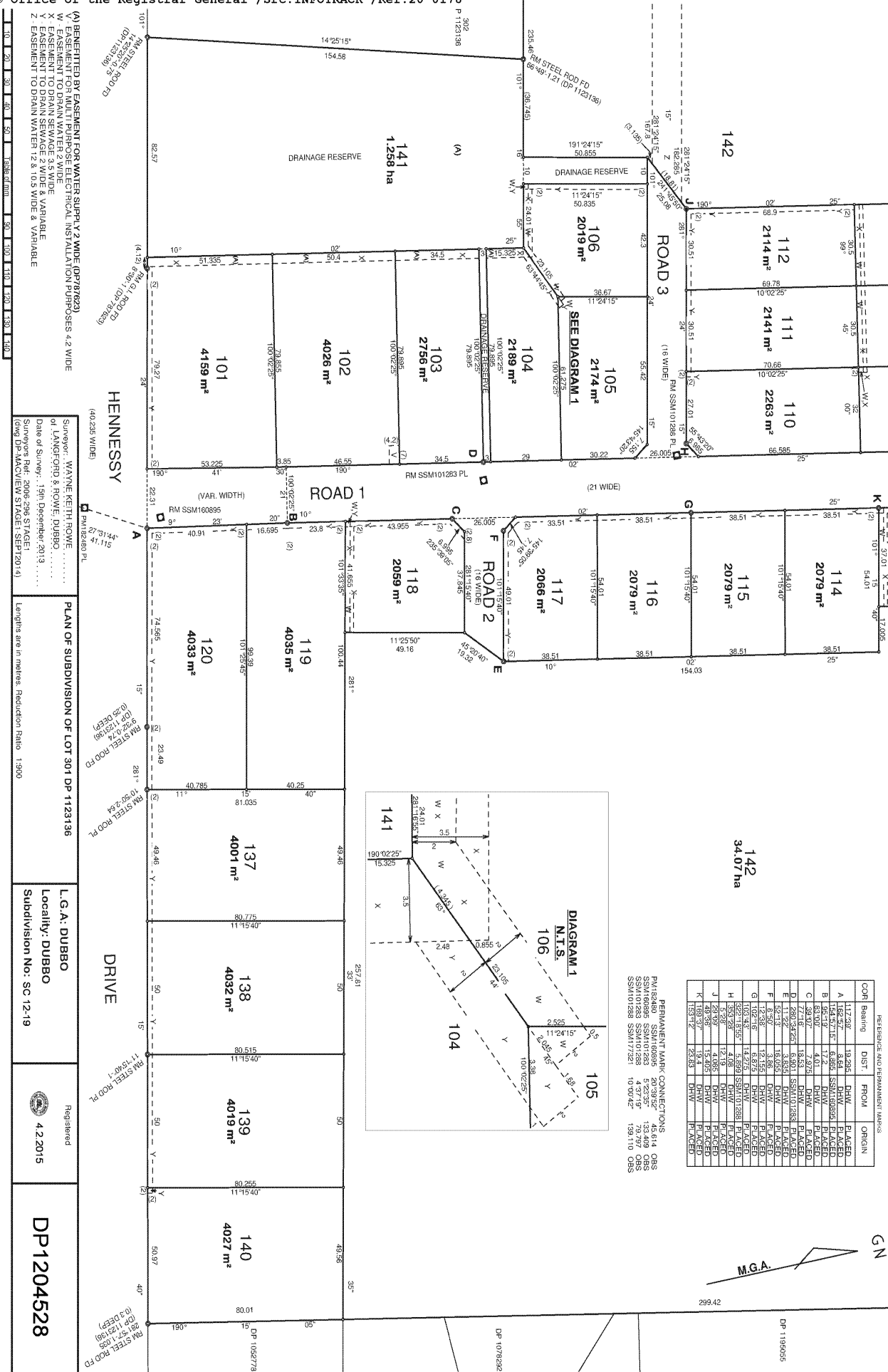
DP1204528

© Office of the Registrar-General /Src:INFOTRACK /Ref:20-0178

PLAN FORM 2 (APPROVED FORM 3)

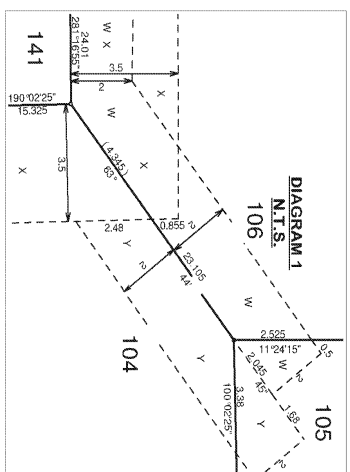
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN SHEET 2 OF 4 SHEETS



PERMANENT MARK CONNECTIONS

CD#	Barling	DIST.	FROM	ORIGIN
A	11240	18.926	DHW	PLACED
B	15437	8.64	DHW	PLACED
C	15437	8.64	DHW	PLACED
D	15437	8.64	DHW	PLACED
E	15437	8.64	DHW	PLACED
F	15437	8.64	DHW	PLACED
G	15437	8.64	DHW	PLACED
H	15437	8.64	DHW	PLACED
I	15437	8.64	DHW	PLACED
J	15437	8.64	DHW	PLACED
K	15437	8.64	DHW	PLACED

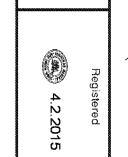


- (A) BENEFITTED BY EASEMENT FOR WATER SUPPLY 2 WIDE (DP/R/823)
- (W) EASEMENT TO DRAIN WATER 2 WIDE
- (X) EASEMENT TO DRAIN SEWAGE 3.5 WIDE & VARIABLE
- (Z) EASEMENT TO DRAIN WATER 12.8 TO 3 WIDE & VARIABLE

Surveyor: WYNNE NEITH ROYCE
 of LANDFORM & NOW E. DUBBO
 Date of Survey: 15th December 2013
 Surveyors Ref: 2006/296 STAGE1
 (Cmg DP/MACVIEW STAGE1/SEP12014)

PLAN OF SUBDIVISION OF LOT 301 DP 1123136

L.G.A.: DUBBO
 Locality: DUBBO
 Subdivision No: SC 12-19



DP1204528

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

Lengths are in metres. Reduction Ratio: 1:300

RM STEEL ROD FD (P 1123136)

Registered

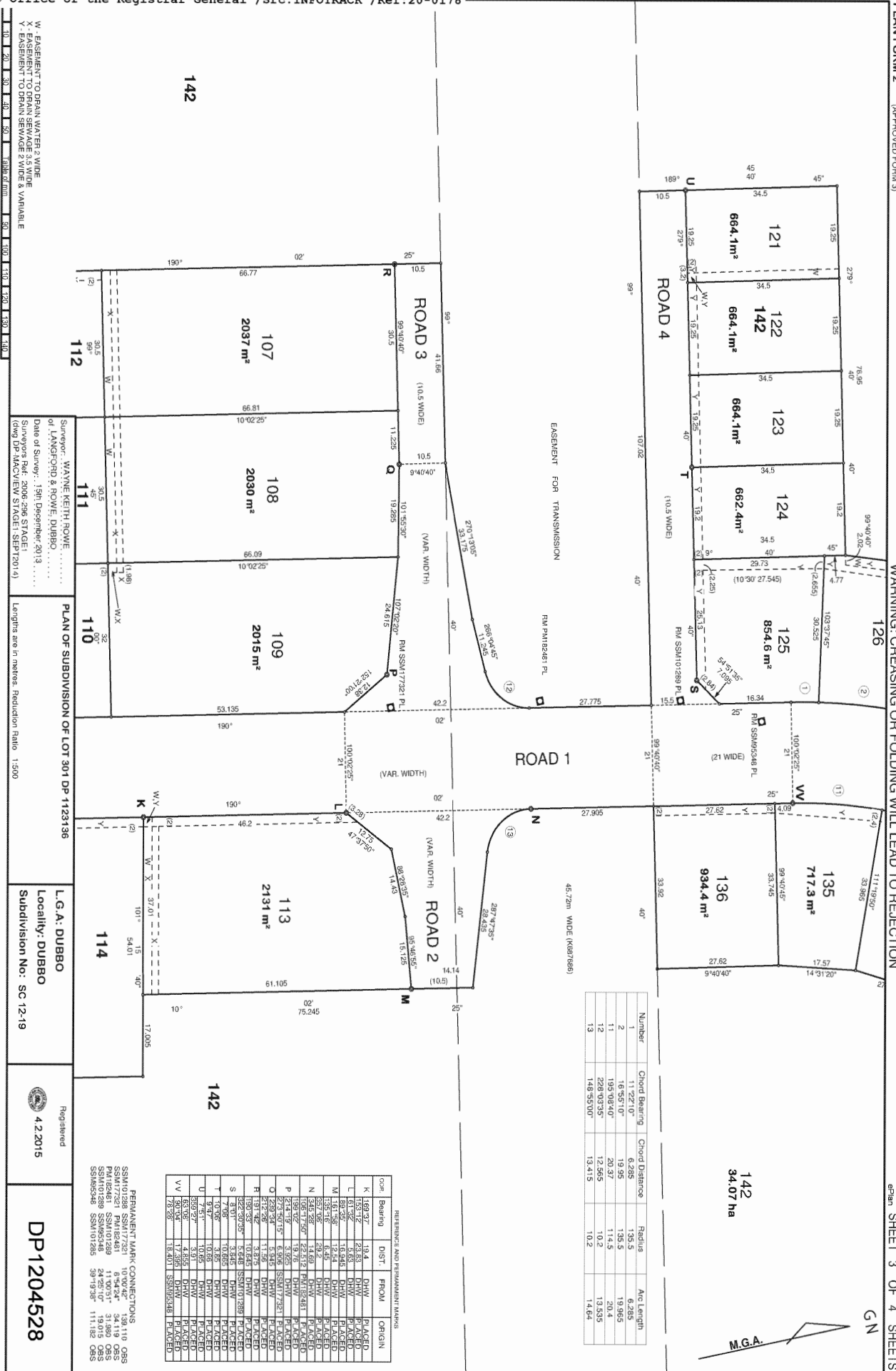
DP 1062778

RM STEEL ROD FD (P 1123136) 142
 ROAD 3
 ROAD 1
 ROAD 2
 HENNESSY DRIVE
 DRAINAGE RESERVE
 SEE DIAGRAM 1
 141 1.256 ha
 106 2019 m²
 104 2189 m²
 105 2174 m²
 103 2756 m²
 102 4026 m²
 101 4159 m²
 110 2263 m²
 111 2141 m²
 112 2114 m²
 114 2079 m²
 115 2079 m²
 116 2079 m²
 117 2086 m²
 118 2059 m²
 119 4035 m²
 120 4033 m²
 137 4001 m²
 138 4032 m²
 139 4019 m²
 140 4027 m²
 142 34.07 ha

PLAN FORM 2 (APPROVED FORM 3)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Plan SHEET 3 OF 4 SHEETS



Number	Chord Bearing	Chord Distance	Radius	Arc Length
2	111°22'10"	6.298	198.1	6.298
11	165°51'10"	19.95	198.5	19.95
12	195°08'40"	20.37	114.5	20.4
13	228°03'35"	12.565	10.2	13.535
	148°55'00"	13.415	10.2	14.64

Code	Bearing	DIST.	FROM	ORIGIN
K	188°37'	19.4	DHW	PLACED
L	161°52'	5.65	DHW	PLACED
M	85°35'	16.848	DHW	PLACED
N	153°16'	2.45	DHW	PLACED
O	55°2'06"	9.92	DHW	PLACED
P	228°29'50"	14.61	DHW	PLACED
Q	191°02'	19.76	DHW	PLACED
R	224°19'	3.925	DHW	PLACED
S	228°24'	5.345	DHW	PLACED
T	172°26'	11.35	DHW	PLACED
U	190°35'	10.648	DHW	PLACED
V	82°29'55"	5.648	SSM107288	PLACED
W	9°28'	3.845	DHW	PLACED
X	10°06'	3.85	DHW	PLACED
Y	9°47'	10.85	DHW	PLACED
Z	85°27'	3.91	DHW	PLACED
AA	65°10'	4.851	DHW	PLACED
AB	78°28'	18.401	SSM107288	PLACED

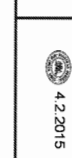
W - EASEMENT TO DRAIN WATER 2 WIDE
 X - EASEMENT TO DRAIN SEWAGE 2 WIDE & VARIABLE

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

Surveyor: WAYNE KEITH ROWE
 of L.A. 9590390 & ROWE, DUBBO
 Date of Survey: 19th December 2013
 Surveyors Ref: 2006-286 STAGE 1
 (Dwg DP MACVIEW STAGE 1 SEPT 2014)

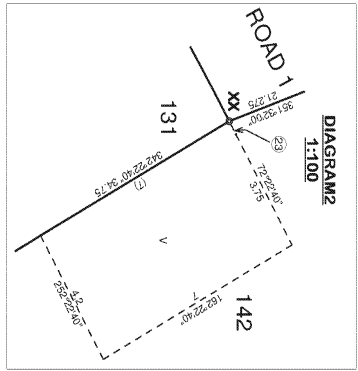
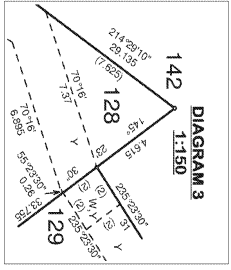
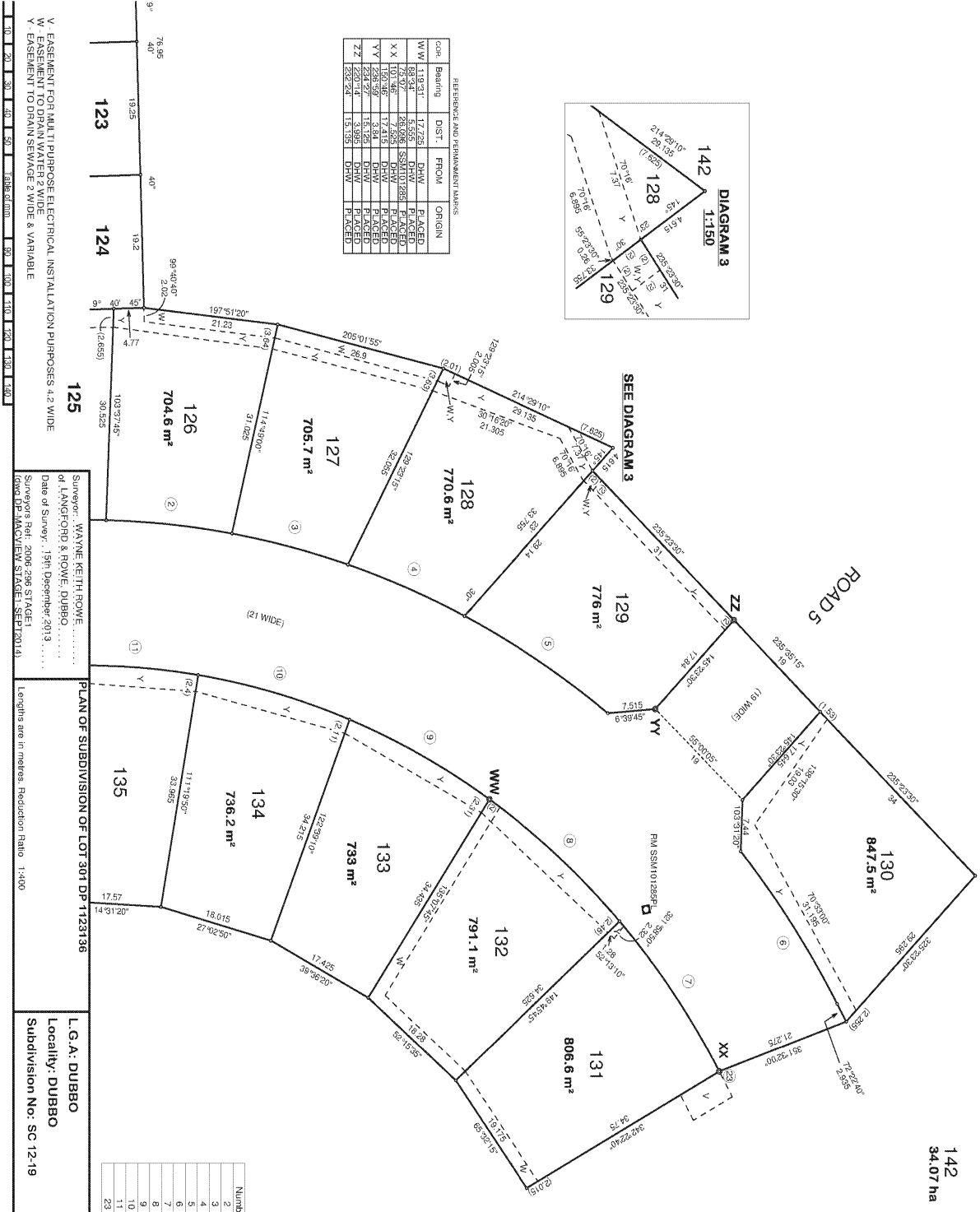
PLAN OF SUBDIVISION OF LOT 301 DP 1123136

L.G.A. DUBBO
 Locality: DUBBO
 Subdivision No: SC 12-19



4.2.2015
 DP1204528

PERMANENT MARK CONNECTIONS
 SSM107288 SSM17321 10°00'42" 138.110 OBS
 SSM17321 P.M.R.2481 8°54'24" 34.119 OBS
 SSM107288 SSM107288 24°20'10" 19.805 OBS
 SSM107288 SSM107288 39°19'38" 111.182 OBS



REFERENCE AND PERMANENT MARKS

Code	Bearing	DIST	FROM	ORIGIN
WW	119.91°	17.226	DHW	PLACED
XX	88.94°	5.555	DHW	PLACED
YY	170.96°	28.098	SSM101288P	PLACED
ZZ	170.96°	17.413	DHW	PLACED
AA	228.99°	8.84	DHW	PLACED
BB	220.14°	3.995	DHW	PLACED
CC	228.24°	15.193	DHW	PLACED

V. EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION PURPOSES 4.2 WIDE
 W. EASEMENT TO DRAIN SEWAGE 2 WIDE & VARIABLE
 Surveyor: WAYNE KEITH ROWE
 of LANGFORD & ROWE, DUBBO
 Date of Survey: 15th December 2013
 Surveyors Ref: 206 206 STAGE1
 (DP) DP: MACQUEEN STAGE1, SEP 2014

PLAN OF SUBDIVISION OF LOT 301 DP 1123136
 Lengths are in metres. Reduction Ratio: 1:400

L.G.A: DUBBO
 Locality: DUBBO
 Subdivision No: SC 12-19

Registered
 4.2.2015

DP1204528

Number	Chord Bearing	Chord Distance	Radius	Arc Length
2	16.95110°	19.935	138.5	19.965
3	25.0740°	18.835	138.5	18.865
4	33.1835°	19.835	138.5	19.865
5	43.0905°	26.65	138.5	26.69
6	246.4245°	26.75	138.5	26.795
7	245.2550°	26.8	114.5	26.86
8	231.3510°	27.075	114.5	27.14
9	218.5325°	24.895	114.5	24.96
10	21.477°	20.37	114.5	20.4
11	195.0840°	20.37	114.5	20.4
23	72.1830°	0.45	114.5	0.45

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  4.2.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p>DP1204528</p>
<p>PLAN OF SUBDIVISION OF LOT 301 IN D.P.1123136.</p>	<p>LGA: DUBBO</p> <p>Locality: DUBBO</p> <p>Parish: DUBBO</p> <p>County: LINCOLN</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, WAYNE KEITH ROWE..... of LANGFORD AND ROWE CONSULTING SURVEYORS..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 15-12-2013</p> <p>*(b) The part of the land shown in the plan ("being") was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 14/06/2013. the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <i>W. M. Rowe</i> Dated: 6-11-2014</p> <p>Surveyor ID: 1938.....</p> <p>Datum Line PM30591 – PM5958</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>Subdivision Certificate</p> <p>I, <u>Melissa Watkins</u>.....</p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <i>M Watkins</i>.....</p> <p>Accreditation number: <u>NA</u>.....</p> <p>Consent Authority: <u>DCC</u>.....</p> <p>Date of endorsement: <u>21 November 2014</u>.....</p> <p>Subdivision Certificate number: <u>SC 12-19</u>.....</p> <p>File number: <u>SC 2012-19</u>.....</p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE ROAD 2 (16 WIDE & VARIABLE WIDTH) SUBJECT TO THE EASEMENT FOR TRANSMISSION 45.72 WIDE (VIDE K687686), ROAD 3 (16 & 10.5 WIDE & VARIABLE WIDTH) SUBJECT TO THE EASEMENT FOR TRANSMISSION 45.72 WIDE (VIDE K687686), ROAD 4 (10.5 WIDE), ROAD 5 (19 WIDE) AND ROAD 1 (21 WIDE & VARIABLE WIDTH) SUBJECT TO THE EASEMENT FOR TRANSMISSION 45.72 WIDE (VIDE K687686) TO THE PUBLIC AS PUBLIC ROAD.</p> <p>IT IS INTENDED TO DEDICATE LOT 141 AS DRAINAGE RESERVE</p> <p>Plans used in the preparation of survey/compilation:-</p> <p>D.P.1123136 D.P.1161428</p> <p>D.P.1049439 D.P.1055426</p> <p>D.P.787623</p> <p>D.P.1188281</p> <p>D.P.1049439</p> <p>D.P.1119711</p> <p>If space is insufficient continue on PLAN FORM 6A</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> <p>Surveyor's Reference: 2006-296 STAGE1</p>


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

<p>Office Use Only</p> <p>Registered:  4.2.2015</p> <p>PLAN OF SUBDIVISION OF LOT 301 IN D.P.1123136.</p> <p>Subdivision Certificate number: <u>SC12-19</u></p> <p>Date of Endorsement: <u>21 November 2014</u></p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1204528</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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STREET ADDRESS NOT KNOWN FOR NEW LOTS

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
2. EASEMENT TO DRAIN WATER 2 WIDE
3. EASEMENT TO DRAIN SEWAGE 3.5 WIDE
4. EASEMENT TO DRAIN SEWAGE 2 WIDE AND VARIABLE WIDTH
5. EASEMENT TO DRAIN WATER 12 AND 10.5 WIDE AND VARIABLE WIDTH.
6. RESTRICTIONS ON THE USE OF LAND
7. RESTRICTIONS ON THE USE OF LAND
8. RESTRICTIONS ON THE USE OF LAND
9. RESTRICTIONS ON THE USE OF LAND
10. RESTRICTIONS ON THE USE OF LAND
11. RESTRICTIONS ON THE USE OF LAND
12. RESTRICTIONS ON THE USE OF LAND
13. RESTRICTIONS ON THE USE OF LAND

TO RELEASE

8 AND

1. EASEMENT TO DRAIN WATER 14 WIDE (VIDE D.P.1188281)



John H. Ireland
DIRECTOR
JOHN HOWARD IRELAND

Peter Rogers
DIRECTOR
PETER ROGERS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2006-296 STAGE1


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

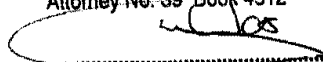
<p>Registered:  4.2.2015</p>	<p>Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 301 IN D.P.1123136.</p>	<p>Office Use Only</p>
<p>Subdivision Certificate number: <u>SC12-19</u> Date of Endorsement: <u>21 November 2014</u></p>	<p>DP1204528</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

The Common Seal of the Council of the City of Dubbo
was hereunto affixed this 24th day of November 2014
pursuant to a resolution of Council dated 27 October 2014.


.....
Mayor


.....
General Manager

Mortgagee under Mortgage No. AC673948
Signed at BSX this 22nd day of
December 2014 for National
Australia Bank Limited ABN 12 004 044 937
by MICK WATTS
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


.....
Level 3 Attorney
Chao Corcoran
.....
Witness/Bank Officer
FIONA CORCORAN

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2006-296 STAGE1

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 1 of 8 Sheets)

Plan:

DP1204528

Plan of Subdivision of Lot 301
 in DP1123136 covered by
 Subdivision Certificate No.
 SC 12-19

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

Dubbo Residential Estate Pty Limited ACN 118 617 904
 C/- Henry Melville & Co 138 William Street, BATHURST NSW 2795

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for multi purpose electrical installation 4.2 wide	102, 142	Essential Energy
2	Easement to Drain Water 2 Wide	105 106 107 108 109 113 118 121 126 127 128 129 131 132	Dubbo City Council 105 and Dubbo City Council 108, 109 and Dubbo City Council 109 and Dubbo City Council Dubbo City Council 142 and Dubbo City Council 142 and Dubbo City Council 142 and Dubbo City Council 127, 128 and Dubbo City Council 128 and Dubbo City Council Dubbo City Council Dubbo City Council 142 and Dubbo City Council 131 and Dubbo City Council
3	Easement to Drain Sewage 3.5 Wide	101, 102, 103, 104, 106, 107, 108, 109, 113, 118	Dubbo City Council

Plan:
DP1204528

Plan of Subdivision of Lot 301
 in DP1123136 covered by
 Subdivision Certificate No. SC 12-19

4	Easement to Drain Sewage 2 Wide and variable width	101, 104, 105, 106, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140	Dubbo City Council
5	Easement to drain water 12 and 10.5 width and variable width	142	Dubbo City Council
6	Restrictions on the use of land	101 to 140 inclusive	Every other Lot excepting 141 and 142
7	Restrictions on the use of land	101, 102, 119, 120, 137, 138, 139, 140	Every other Lot excepting 141 and 142
8	Restrictions on the use of land	103 to 118 inclusive	Every other Lot excepting 141 and 142
9	Restrictions on the use of land	121 to 136 inclusive	Every other Lot excepting 141 and 142
10	Restrictions on the use of land	101 to 140 inclusive	Dubbo City Council
11	Restrictions on the use of land	101, 120, 137, 138, 139 and 140	Dubbo City Council
12	Restrictions on the use of land	121 to 124, 126 to 127 and 131 to 136 inclusive	Every other Lot excepting 141 and 142
13	Restrictions on the use of land	101 to 124, 126 to 128 and 131 to 140 inclusive	Every other Lot excepting 141 and 142

PART 1 B (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 14*8 wide (Vide DP 1188281)	Current Lot 301 DP 1123136	Dubbo City Council

PART 2 (Terms)

Terms of Easement numbered 1 in the plan

In accordance with the terms contained in Part C of Memorandum Number AG189384 registered at Land and Property Information.

Terms of Restrictions on the use of land numbered 6 in the plan

Plan: **DP1204528**

Plan of Subdivision of Lot 301
in DP1123136 covered by
Subdivision Certificate No. SC 12-19

- (a) No main building shall be erected or be permitted to remain on any Lot burdened having external walls of materials other than of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber or any combination of the same, unless a submission is made in writing by the Purchaser at its own cost to the Vendor of the material intended to be used to construct the building and is approved by the Vendor and Dubbo City Council prior to construction.
- (b) No building shall be erected or permitted to remain on any Lot burdened unless the building is set back from the boundaries of the property in accordance with Dubbo City Council Development Control Plan and any other requirements of Dubbo City Council.
- (c) No building shall be erected or permitted to remain on any Lot burdened with a roof of materials other than tiles or slate or colourbond type metal roofing.
- (d) No building constructed on the land shall have a flat roof.
- (e) No building erected on any Lot shall be used for any commercial, manufacturing, industrial or retail purpose and no offensive or noisy trade or activity, including:
 - (i) The breeding and kennelling of dogs;
 - (ii) The housing of any animals other than pet dogs and cats;
 - (iii) The storing or housing on the property of any plant and machinery that together or on its own exceeds 5 tonnes;
 - (iv) The use of the property for parking of trucks or other earth moving equipment.
- (f) No garage or shed shall:-
 - (i) Be constructed on the Lot burdened between the front building line of the main building and the street alignment.
 - (ii) Be constructed on the Lot burdened between the front building line and the rear building line of the main building unless it is constructed of the same materials as the main building.
 - (iii) Be constructed to the rear of the main building unless the same is of similar design and of similar materials and colour to the main building or is of colourbond construction.
 - (iv) Be used for the purposes of a residence.
- (g) No privy or other toilet facilities shall be erected or permitted to remain on any Lot burdened unless the same forms part of the main building or part of a cabana serving a swimming pool area providing that nothing herein contained shall prevent any temporary privy or toilet facility being erected or placed on any Lot burdened during the construction thereof of the main building provided further that if any such temporary privy or toilet facility is visible from any road or any other Lot in the said Plan, the same shall be suitably screened from such vision and provided further that any such



Plan: **DP1204528**

Plan of Subdivision of Lot 301
in DP1123136 covered by
Subdivision Certificate No. SC 12-19

temporary privy or toilet facility is removed immediately upon occupation being taken of the main building aforesaid.

- (h) Except for the purposes of a sale or during the course of construction of buildings, no advertising, hoarding or signs shall be displayed or erected on each Lot burdened.
- (i) Except during the course of construction of buildings on each Lot burdened, no portable shed or machinery, metal, tiles, timber, bricks or any other building materials shall be placed on the land.
- (j) No unregistered caravans or trailers or other vehicles shall be parked or placed on each Lot burdened unless garaged.
- (k) No sand, gravel, soil, loam, stone or other earthen material shall be removed or excavated from any Lot burdened except where such removal or excavation is necessary for the construction of a building, swimming pool or other structure.
- (l) No fencing shall be erected on each Lot burdened that is greater than 1800mm in height.
- (m) For the benefit of adjoining land but only during the ownership thereof by Dubbo Residential Estate Pty Limited ACN 118 617 904, their successors and assigns other than Purchasers on sale, no fence shall be erected on any Lot burdened to divide the same from such adjoining land without prior written consent of Dubbo Residential Estate Pty Limited ACN 118 617 904 but such consent shall not be withheld if such fence is erected without the expense to Dubbo Residential Estate Pty Limited ACN 118 617 904 and in favour of any person dealing with the Purchasers. Such consent shall be deemed to have been given in respect of every such Lot for the time being given.

Name of person empowered to release, vary or modify restrictions numbered 6 in the plan
- Dubbo Residential Estate Pty Limited ACN 118 617 904.

Terms of Restrictions on the use of land numbered 7 in the plan

- (a) No building shall be erected or permitted to remain on any Lot burdened having a floor area of less than 225 square metres inclusive of car accommodation and verandahs.
- (b) Other than on the boundary lines of Lots 101 and 102 adjoining the reserve, no fence shall be erected on the boundaries of the Lots burdened other than colourbond in "SUMMERSHADE" colour fencing and no lattice inserts shall be installed excepting for a 300 millimetre lattice insert in the same colour at the top of any fence.
- (c) No fencing shall be permitted on any Lot burdened unless the same is approved by Dubbo City Council.

Name of person empowered to release, vary or modify restrictions numbered 7 in the plan
- Dubbo Residential Estate Pty Limited ACN 118 617 904.



Plan: **DP1204528**

Plan of Subdivision of Lot 301
in DP1123136 covered by
Subdivision Certificate No. SC 12-19

Terms of Restrictions on the use of land numbered 8 of in the plan

- (a) No building shall be erected or permitted to remain on any Lot burdened having a floor area of less than 200 square metres inclusive of car accommodation and verandahs.
- (b) Other than on the boundary lines of Lots 103, 104 and 106 adjoining the reserve, no fence shall be erected on the boundaries of the Lots burdened other than colourbond "SUMMERSHADE" colour fencing and no lattice inserts shall be installed excepting for a 300 millimetre lattice insert in the same colour at the top of any fence.
- (c) No fencing shall be permitted on any Lot burdened unless the same is approved by Dubbo City Council.

Name of person empowered to release, vary or modify restrictions numbered 8 in the plan
- Dubbo Residential Estate Pty Limited ACN 118 617 904.

Terms of Restrictions on the use of land numbered 9 in the plan

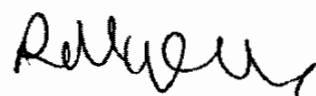
- (a) No building shall be erected or permitted to remain on any Lot burdened and having a floor area of less than 170 square metres inclusive of car accommodation and verandahs.
- (b) No fencing shall be erected on the Lots burdened other than a colourbond "SUMMERSHADE" colour fencing and no lattice inserts shall be installed excepting for a 300 millimetre lattice insert in the same colour at the top of any fence.
- (c) No fencing shall be permitted on any Lot burdened unless the same is approved by Dubbo City Council.

Name of person empowered to release, vary or modify restrictions numbered 9 in the plan
- Dubbo Residential Estate Pty Limited ACN 118 617 904.

Terms of Restrictions on the use of land numbered 10 in the plan

- (a) That no residential building shall be erected on the lot so burdened unless the footings of such building have been assessed and designed by a properly qualified geotechnical or structural engineer.
- (b) That no domestic water supply bore may be constructed onsite, without the prior approval of Dubbo City Council.
- (c) That no domestic grey water effluent disposal system may be installed and discharge effluent onto the allotment, without the prior approval of Dubbo City Council.

Name of person empowered to release, vary or modify restrictions numbered 10 in the plan - Dubbo City Council.



Plan: **DP1204528**

Plan of Subdivision of Lot 301
in DP1123136 covered by
Subdivision Certificate No. SC 12-19

Terms of Restrictions on the use of land numbered 11 in the plan

- (a) No vehicular access shall be exercised from or to the lot burdened directly onto or from Hennessy Road other than by the service road.

Name of person empowered to release, vary or modify restrictions numbered 11 in the plan -
Dubbo City Council.

Terms of Restrictions on the use of land numbered 12 in the plan

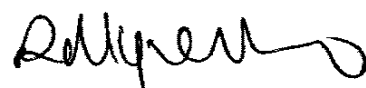
- (a) No more than one building shall be erected on any Lot burdened and such main building shall not be used or permitted to be used other than a single private dwelling and no other building, structure, van, caravan, mobile home, transportable home and/or building or other form of home accommodation shall either permanently or temporarily before or after construction of such main building be used as a dwelling. No such main building shall be other than a single storey construction.

Name of person empowered to release, vary or modify restrictions numbered 12 in the plan -
Dubbo Residential Estate Pty Limited ACN 118 617 904.

Terms of Restrictions on the use of land numbered 13 in the plan

- (a) Each Lot burdened shall not be further subdivided.

Name of person empowered to release, vary or modify restrictions numbered 13 in the plan -
Dubbo Residential Estate Pty Limited ACN 118 617 904.



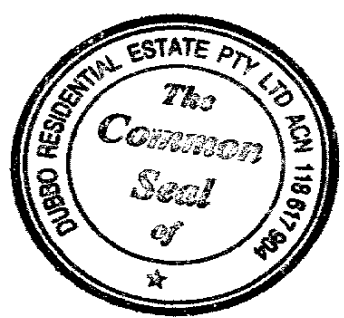
Plan:
DP1204528

Plan of Subdivision of Lot 301
in DP1123136 covered by
Subdivision Certificate No. SC 12-19

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signatures(s) appear(s) below.

Corporation: Dubbo Residential Estate Pty Limited ACN 118 617 904

Authority: Section 127 of the Corporations Act 2001



John H Ireland
Signature of authorised person:

JOHN HOWARD IRELAND

Name of authorised person:

(BLOCK LETTERS)

Office held: DIRECTOR

Peter Rogers
Signature of authorised person:

PETER ROGERS

Name of authorised person:

(BLOCK LETTERS)

Office held: DIRECTOR

SIGNED for and on behalf of Dubbo City Council by *Melissa Watkins*

being the ^{Authorised Person} ~~General Manager~~ of Dubbo City Council:

Melissa Watkins

Darrell Buckley
Signature of Witness

DARRELL BUCKLEY
Name of Witness (BLOCK LETTERS)

of Dubbo City Council
Town Planner

Address and Occupation of Witness

Plan:
DP1204528

Plan of Subdivision of lot 301
In DP1123136 covered by
Subdivision Certificate No. SC 12-19

EXECUTED BY ESSENTIAL ENERGY
by its duly appointed attorney under power of
attorney Book 4677 No. 684
in the presence of:

[Handwritten Signature]
.....
Signature of witness

Rachene Myers
.....
Name of witness

[Handwritten Signature]
.....
Signature of attorney
Martyn Webb
.....
Name and title of attorney
Manager Property & Fleet

SIGNED for and on behalf of National
Australia Bank by

.....
Mortgagee under Mortgage No. AC 673948
Signed at *BX* this *22nd* day of
DECEMBER 20*14* for National
Australia Bank Limited ABN 12 004 044 937
by *Mick Warrs*
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

[Handwritten Signature]
.....
Level *3* Attorney
[Handwritten Signature]
.....
Witness/Bank Officer
FLORA CORCORAN

Certificate No: 1124
Applicant Ref: 203121
Receipt No:

09/06/2020

InfoTrack Pty Ltd
Level 8 135 King Street
SYDNEY NSW 2000



PLANNING CERTIFICATE
Issued under Section 10.7 (2) of the
Environmental Planning and Assessment Act 1979

Parcel No: 61542
Property description: Lot: 1002 DP: 1244560, Hennessy Drive DUBBO

SECTION 10.7 (2) PRESCRIBED MATTERS UNDER SCHEDULE 4 OF THE
ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2000

At the date of the Certificate, the following LEPs, DCPs and SEPPs apply to the subject land:

Local Environmental Plan (LEP):
Dubbo Local Environmental Plan 2011, applies to the subject land.

State Environmental Planning Policies (SEPP):

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004,
applies to the subject land.

State Environmental Planning Policy No 21 - Caravan Parks, applies to the State.

State Environmental Planning Policy No 33 - Hazardous and Offensive Development, applies to
the State.

State Environmental Planning Policy No 36 - Manufactured Home Estates, applies to the State.

State Environmental Planning Policy No 50 - Canal Estate Development, applies to the State.

State Environmental Planning Policy No 55 - Remediation of Land, applies to the State.

State Environmental Planning Policy No 64 - Advertising and Signage, applies to the State.

All communications to: **CHIEF EXECUTIVE OFFICER**

ABN 53 539 070 928

PO Box 81 Dubbo NSW 2830

T (02) 6801 4000 **F** (02) 6801 4259 **E** council@dubbo.nsw.gov.au

Civic Administration Building Church St Dubbo NSW 2830

W dubbo.nsw.gov.au



State Environmental Planning Policy No 65 - Design Quality of Residential Flat Development, applies to the State.

State Environmental Planning Policy (State Significant Precincts) 2005, applies to the State.

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007, applies to the State.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004, applies to the State.

State Environmental Planning Policy (Infrastructure) 2007, applies to the State.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, applies to the State.

State Environmental Planning Policy (Affordable Rental Housing) 2009, applies to the State.

State Environmental Planning Policy (State and Regional Development) 2011, applies to the State.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017, applies to the State.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017, applies to the State.

State Environmental Planning Policy (Primary Production and Rural Development) 2019, applies to the State.

State Environmental Planning Policy (Concurrences) 2018, applies to the State.

Draft Local Environmental Planning Instrument:

There are no Draft Local Environmental Plan affecting the subject land.

Development Control Plan (DCP):

Dubbo Development Control Plan 2013 including Area Plan 1 Dubbo Residential Estate, applies to the subject land.

The subject land is zoned:
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 ensure development is consistent with the character of the immediate locality.
 - * To encourage low density housing within a landscaped setting on the fringe of the Dubbo urban area.
- (2) Permitted without consent
Environmental protection works; Home-based child care; Home occupations; Roads.
- (3) Permitted with consent
Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Information and education facilities; Medical centres; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Signage; Tank-based aquaculture; Water reticulation systems.
- (4) Prohibited
Advertising structures; Attached dwellings; Hostels; Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not specified in item 2 or 3.

Zone RE1 Public Recreation

- (1) Objectives of zone
 - * To enable land to be used for public open space or recreational purposes.
 - * To provide a range of recreational settings, activities and compatible land uses.
 - * To protect and enhance the natural environment for recreational purposes.
 - * To provide for facilities and amenities to enhance the use of public open space
- (2) Permitted without consent
Environmental protection works; Roads.
- (3) Permitted with consent
Aquaculture; Boat launching ramps; Boat sheds; Camping grounds; Cemeteries; Charter and tourism boating facilities; Community facilities; Eco-tourist facilities; Environmental facilities; Jetties; Kiosks; Mooring pens; Moorings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Restaurants or

cafes; Signage; Water recreation structures; Water reticulation systems; Wharf or boating facilities.

(4) Prohibited

Advertising structures; Any development not specified in item 2 or 3.

Notwithstanding the above land use permissibility information indicating development 'permitted without consent'; development 'permitted with consent'; and development 'prohibited', the Dubbo Local Environmental Plan 2011 provides in some circumstances additional use provisions and other relevant land use permissibility/prohibition provisions.

It is recommended that consultation of the Dubbo Local Environmental Plan 2011 be undertaken to ascertain precisely the types of land uses permissible or prohibited on the land the subject of this Certificate.

Development Standards – Dwelling House:

There are no development standards pursuant to the Dubbo Local Environmental Plan 2011 that fix minimum land dimensions for the erection of a dwelling house on the subject land.

There are no development standards pursuant to the Dubbo Local Environmental Plan 2011 that set minimum allotment sizes for the erection of a dwelling house on the subject land, noting that dwelling houses are 'prohibited' in the subject zone.

Critical habitat:

The land does not include or comprise 'critical habitat' under Dubbo Local Environment Plan 2011 or Wellington Local Environmental Plan 2012.

Conservation area:

The land is not in a conservation area under Dubbo Local Environment Plan 2011 or Wellington Local Environmental Plan 2012.

Heritage:

A heritage item is not situated on the land under Dubbo Local Environment Plan 2011 or Wellington Local Environmental Plan 2012.

Complying development:

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3), and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes, 2008).
- (2) The extent to which complying development may not be carried out on the land because of the provision of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a

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

Part 2A. Transitional Housing Code:

No - unless Complying Development is carried out on the part of the lot to which clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes), 2008 does not apply.

The subject land is reserved for a public purpose in a Local Environmental Plan.

Part 3. Housing Code:

No - unless Complying Development is carried out on the part of the lot to which clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes), 2008 does not apply.

The subject land is reserved for a public purpose in a Local Environmental Plan.

Part 3A. Rural Housing Code:

No - does not apply to this land.

Part 3B. Low Rise Medium Density Housing Code:

No - unless Complying Development is carried out on the part of the lot to which clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes), 2008 does not apply.

The subject land is reserved for a public purpose in a Local Environmental Plan.

Part 3C. Greenfield Housing Code:

No - unless Complying Development is carried out on the part of the lot to which clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes), 2008 does not apply.

The subject land is reserved for a public purpose in a Local Environmental Plan.

Part 3D. Inland Code:

No - unless Complying Development is carried out on the part of the lot to which clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes), 2008 does not apply.

The subject land is reserved for a public purpose in a Local Environmental Plan.

No - does not apply to the land.

Part 4. Housing Alterations Code:

Complying Development can be undertaken on the land under this code, as applicable.

Part 4A. General Development Code:

No - does not apply to the land. The subject land is reserved for a public purpose by an Environmental Planning Instrument.

Part 5. Commercial and Industrial Alterations Code:

No - does not apply to the land. The subject land is reserved for a public purpose by an Environmental Planning Instrument.

Part 5A. and 5B. Commercial and Industrial (New Buildings and Additions) Code and the Container Recycling Facilities Code:

No - does not apply to the land.

Part 6. Subdivision Code:

No - does not apply to the land.

Part 7. Demolition Code:

No - does not apply to the land. The subject land is reserved for a public purpose by an Environmental Planning Instrument.

Part 8. Fire Safety Code:

No - does not apply to the land.

Coastal Protection:

The subject land is not affected by the operation of Section 5 of the Coastal Management Act, 2016.

Mine Subsidence:

The subject land is not within a proclaimed mine subsidence district as defined by Section 20 of the Coal Mine Subsidence Compensation Act, 2017.

Road Widening and Road Realignment:

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993; or
- (b) Any environmental planning instrument; or
- (c) Any resolution of the Council.

Council and Other Public Authority Policies on Hazard Risk Restrictions:

The land the subject of this Certificate is not affected by any policy adopted by the Council that restricts the use of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk.

The subject land is not affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

The subject land is in whole/part classified as 'Natural Resource - Groundwater Vulnerability' pursuant to the Dubbo Local Environmental Plan 2011, Clause 7.5. For further information,

please contact Council's Development and Environment Division on (02) 6801 4000.

Flood-related Development Control Information:

The subject land is subject to the Flood Prone Land Policy adopted by Council that restricts the development of emergency service infrastructure on the land because of the likelihood of flooding. For further information, please contact Council's Development and Environment Division on (02) 6801 4000.

Land Reserved for Acquisition:

There is no environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the subject land that provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Environmental Planning and Assessment Act, 1979.

Contribution Plans:

Dubbo Water Supply and Sewerage Contributions Policy, applies to the land.

Section 94 Contributions Plan - Urban Stormwater Drainage Headworks Contributions Plan, applies to the land.

Section 94 Urban Roads and Car Parking Contributions Plan, applies to the land.

Section 94 Development Contributions Plan for Dubbo Open Space and Recreation Facilities Plan 2016-2026, applies to the land.

Biodiversity Certified Land:

Council is unaware of any biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Biodiversity Stewardship Sites:

Council is unaware that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

Native Vegetation Clearing Set Asides:

Council is unaware that the land contains a set aside area under Section 60ZC of the Local Lands Services Act 2013.

Bushfire Prone Land:

The subject land is not identified as Bush Fire Prone Land on the Bush Fire Prone Land Map certified by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Environmental Planning and Assessment Act, 1979 (EP&A Act 1979).

Property Vegetation Plans:

Council has not been notified of the existence of a property vegetation plan approved under Part 4 the Native Vegetation Act 2003 (and that continues in force) applying to the land.

Orders under Trees (Disputes Between Neighbours) Act, 2006:

Council is not aware of any order made under the Trees (Dispute Between Neighbours) Act, 2006 applying to the subject land.

Directions under Part 3A:

This section of the Act has been repealed.

Site Compatibility Certificates and Conditions of Seniors Housing:

Council is not aware of any current Site Compatibility Certificate (Seniors Housing) applying to the subject land.

Site Compatibility Certificates for Infrastructure, Schools or TAFE Establishments:

Council is not aware of any current Site Compatibility Certificate (Infrastructure) applying to the subject land.

Site Compatibility Certificates and Conditions for Affordable Rental Housing:

Council is not aware of any current Site Compatibility Certificate (Affordable Rental Housing) applying to the subject land.

Paper Subdivision Information:

Council is not aware of any development plan applying to the subject land.

Site Verification Certificates:

Council is not aware of any current Site Verification Certificate (Biophysical Strategic Agricultural Land or Critical Industry Cluster Land) applying to the subject land.

Loose-fill Asbestos Insulation:

Council is not aware of any current loose-fill asbestos insulation applying to the subject land.

Affected Building Notices and Building Product Rectification Orders:

Council is not aware of any current affected building notices and building product rectification orders applying to the subject land.

Matters arising under the Contaminated Land Management Act, 1997

Pursuant to Section 59(2) of the Contaminated Land Management Act 1997, the subject land is:

- (a) Not within land declared to be significantly contaminated land under Part 3 of that Act;
- (b) Not subject to a Management Order in the meaning of that Act;
- (c) Not the subject of an approved Voluntary Management Proposal of the Environment Protection Authority's agreement under Section 17 of that Act;
- (d) Not subject to an ongoing Maintenance Order under Part 3 of that Act;
- (e) Not the subject of a Site Audit Statement within the meaning of Part 4 of that Act.

For further enquires, please contact Council's Customer Service Centre on 6801 4000.

Stephen Wallace



Director Planning and Environment

Parcel 61542
DTQ:NB

Your ref: 203121

9 June 2020



InfoTrack Pty Ltd
Level 8 135 King Street
SYDNEY NSW 2000

Dear Sir/Madam

REQUEST FOR DRAINAGE DIAGRAM
PROPERTY: Lot 1002 DP 1244560, Hennessy Drive Dubbo

Council advises that as the land is vacant, there is no sanitary drainage relating to the subject property.

A diagram detailing the location of Council's sewer mains is attached for your information.

If you have any enquiries in this matter, please do not hesitate to contact Council's Land Information and e-Services Coordinator, Kim Edwards, on 6801 4000, during normal office hours.

Yours faithfully

Darryll Quigley
Manager Building and Development Services

Per:

A handwritten signature in blue ink, appearing to read 'D. Quigley', is written over a light blue horizontal line.

Attachment: Sewer mains diagram



All communications to: **CHIEF EXECUTIVE OFFICER**

ABN 53 539 070 928

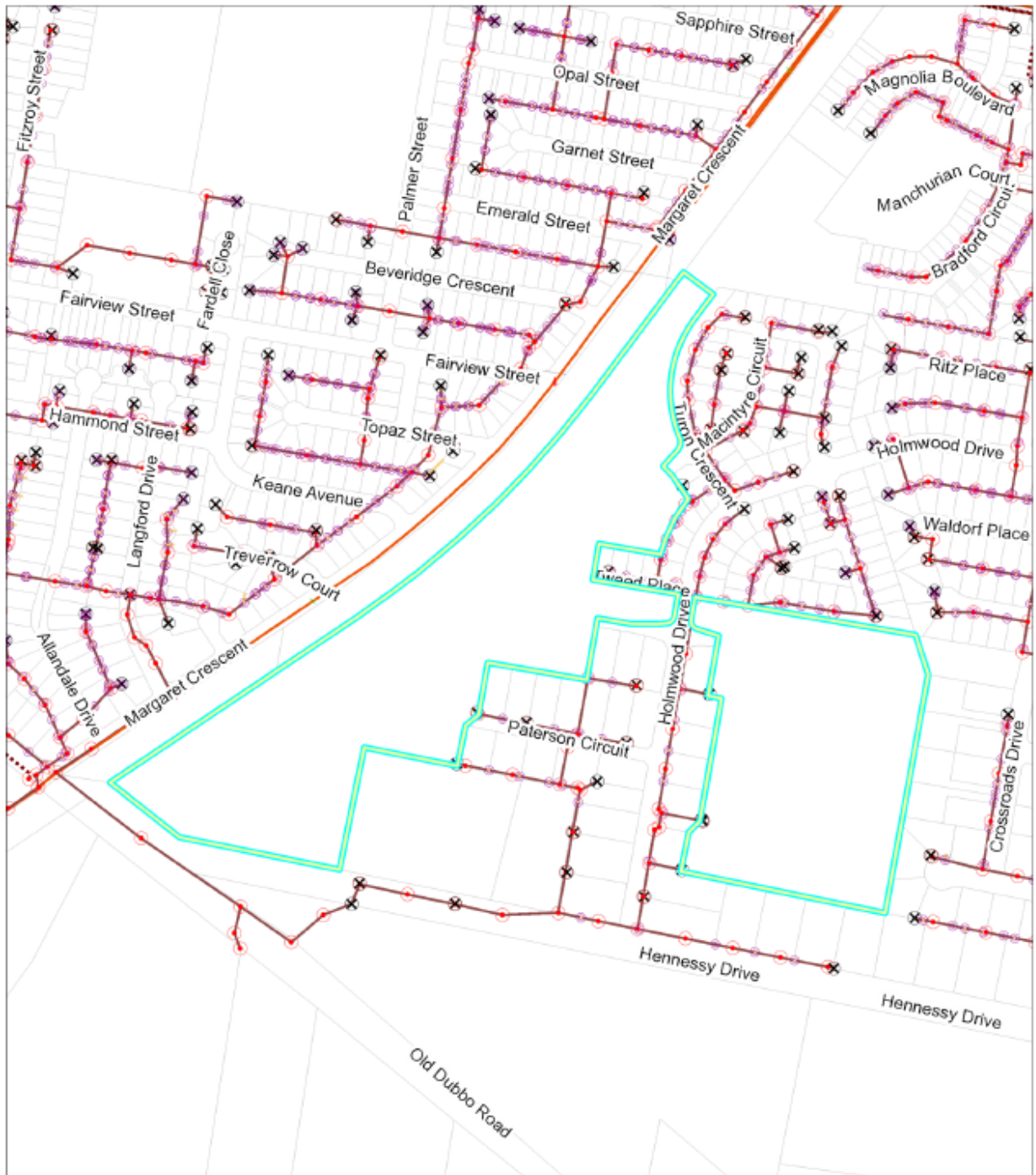
PO Box 81 Dubbo NSW 2830

T (02) 6801 4000 **F** (02) 6801 4259 **E** council@dubbo.nsw.gov.au

Civic Administration Building Church St Dubbo NSW 2830

W dubbo.nsw.gov.au





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Print Date: 8/06/2020 - 10:32 AM



70 Church Street DUBBO NSW 2830
Ph: (02) 6801 4000
Fax: (02) 6801 4258
www.dubbo.nsw.gov.au

Map Title



Meters

Projection: Transverse Mercator
Coordinate system: MGA (GDAB4) Zone 55

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. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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:

<p>APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer 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. More information is available from the ATO.

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

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

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>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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 22 of the Swimming Pools Regulation 2018).

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under 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 *GSTRW 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 *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 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 lodgment fee to the purchaser.

16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

16.7 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;
- *FRCGW remittance* payable;
- *GSTRW 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 Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property*; or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 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 disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

- 23.10 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 an *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 the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot 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 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 *Lodgment 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*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 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;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before 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 computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 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 *Lodgment 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
- 30.13.2 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 <i>party</i> 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>ECNL</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 *FRCGW remittance* 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 *FRCGW remittance*.

- 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.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Lot Macquarie View Estate DUBBO NSW 2830