

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 103501216	NSW DAN:
vendor's agent	Redden Family Real Estate 3 Gilgai Court Dubbo NSW 2830		Phone: 02 68844036 Fax: Ref: M Redden
co-agent			
vendor	JOHN BOOTH DUNN		
vendor's solicitor	Nelson Keane & Hemingway 22 Church Street Dubbo NSW 2830		Phone: (02) 6882 1433 Fax: Ref: Jessie Marlin
date for completion	42 days after the contract date	(clause 15)	Email: jessie.marlin@nkhsols.com
land	KIMBERLEY GROVE 1/1 BEDDOES AVE DUBBO NSW 2830		
(Address, plan details and title reference)	LOT 1 IN STRATA PLAN 20130 1/SP20130		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: garden shed		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

220504

103501216

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

☒ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 30)

*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 an *GSTRW payment*  
(residential withholding payment)

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

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

***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:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

THIS IS THE ANNEXURE OF SPECIAL CONDITIONS TO THE CONTRACT FOR

SALE BETWEEN

**John Booth Dunn** (as Vendors)

AND

(as Purchasers)

DATED:

Property: **Unit 1/1 Beddoes Avenue, Dubbo**

1. Without in any matter negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this clause not been included herein, should the vendor or purchaser or if more than one should one of the vendors or purchasers prior to completion become bankrupt, die or become mentally ill or being a company be wound up or go into liquidation then the other party may rescind this agreement by notice in writing forwarded to the solicitor named as the solicitor for the other party in this contract or the legal representative of the other party at the address shown hereon and thereupon this agreement shall be at an end and the provisions of Clause 19 hereof shall apply.
2. The Purchaser acknowledges having inspected the property and agrees that no warranty as to the condition of the property, the improvements erected thereon, or any chattels, fixtures and fittings included in the sale or as to their fitness for any purpose whatsoever is given by the Vendors and the Purchaser takes the property including improvements, chattels, fixtures and fittings in their present condition, whatever that may be.
3. If this Contract is not completed in accordance with Clause 15:
  - (a) The party not in default may serve a Notice to Complete on the defaulting party any time after the completion date.
  - (b) The Notice must require the defaulting party to complete the Contract not less than a period of fourteen (14) days after service of the Notice to Complete;
  - (c) The party that served the Notice may withdraw it at any time without prejudice to its rights to serve a further Notice under this Clause.
  - (d) It is an essential term of this Contract that, on completion, the Purchaser must pay to the Vendor as liquidated damages:
    - (i) interest calculated on the unpaid balance of the price at the rate of 10% per annum on a daily basis from the Completion date, to and including the date on which the Contract is completed. The Purchaser need not pay interest for any period where the delay in completion is caused solely by the Vendor.
    - (ii) the sum of \$300.00 to cover legal costs and other expenses incurred as a consequence of the delay and the Purchaser agrees that these amounts are a genuine pre-estimate of those additional expenses.
  - (e) The adjustment date for the adjustment of outgoings under clause 14.1 is the earlier of occupation or the completion dated provided in clause 15.





FOLIO: 1/SP20130

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SEARCH DATE

8/8/2022

TIME

1:12 PM

EDITION NO

4

DATE

2/11/2017

LAND

-----

LOT 1 IN STRATA PLAN 20130

AT DUBBO

LOCAL GOVERNMENT AREA DUBBO REGIONAL

FIRST SCHEDULE

-----

JOHN BOOTH DUNN

(ND AM854691)

SECOND SCHEDULE (1 NOTIFICATION)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP20130

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

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PRINTED ON 8/8/2022

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FOLIO: CP/SP20130

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/8/2022	1:12 PM	4	25/9/2012

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 20130  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DUBBO  
LOCAL GOVERNMENT AREA DUBBO REGIONAL  
PARISH OF DUBBO COUNTY OF LINCOLN  
TITLE DIAGRAM SHEET 1 SP20130

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 20130  
ADDRESS FOR SERVICE OF DOCUMENTS:  
BEDDOES AVENUE  
DUBBO 2830

SECOND SCHEDULE (5 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA  
SCHEMES MANAGEMENT REGULATION 2016
- 3 SP32209 EASEMENT TO DRAIN SEWAGE 2.5 WIDE AFFECTING THE  
PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN  
SP322099
- 4 2496706 CHANGE OF BY-LAWS
- 5 AH262597 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2489)

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STRATA PLAN 20130

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 116	2	- 119	3	- 119	4	- 120
5	- 125	6	- 123	7	- 115	8	- SP21705

STRATA PLAN 21705

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 119	10	- 115	11	- 119	12	- SP22433

STRATA PLAN 22433

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
13	- 115	14	- 115	15	- 122	16	- SP32209

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP20130

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2489) (CONTINUED)

STRATA PLAN 22433

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
-----	-----	-----	-----	-----	-----	-----	-----

STRATA PLAN 32209

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
-----	-----	-----	-----	-----	-----	-----	-----

17 - 117		18 - 115		19 - 121		20 - 120	
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21 - 117		22 - 121		23 - 118		24 - 118	
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NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

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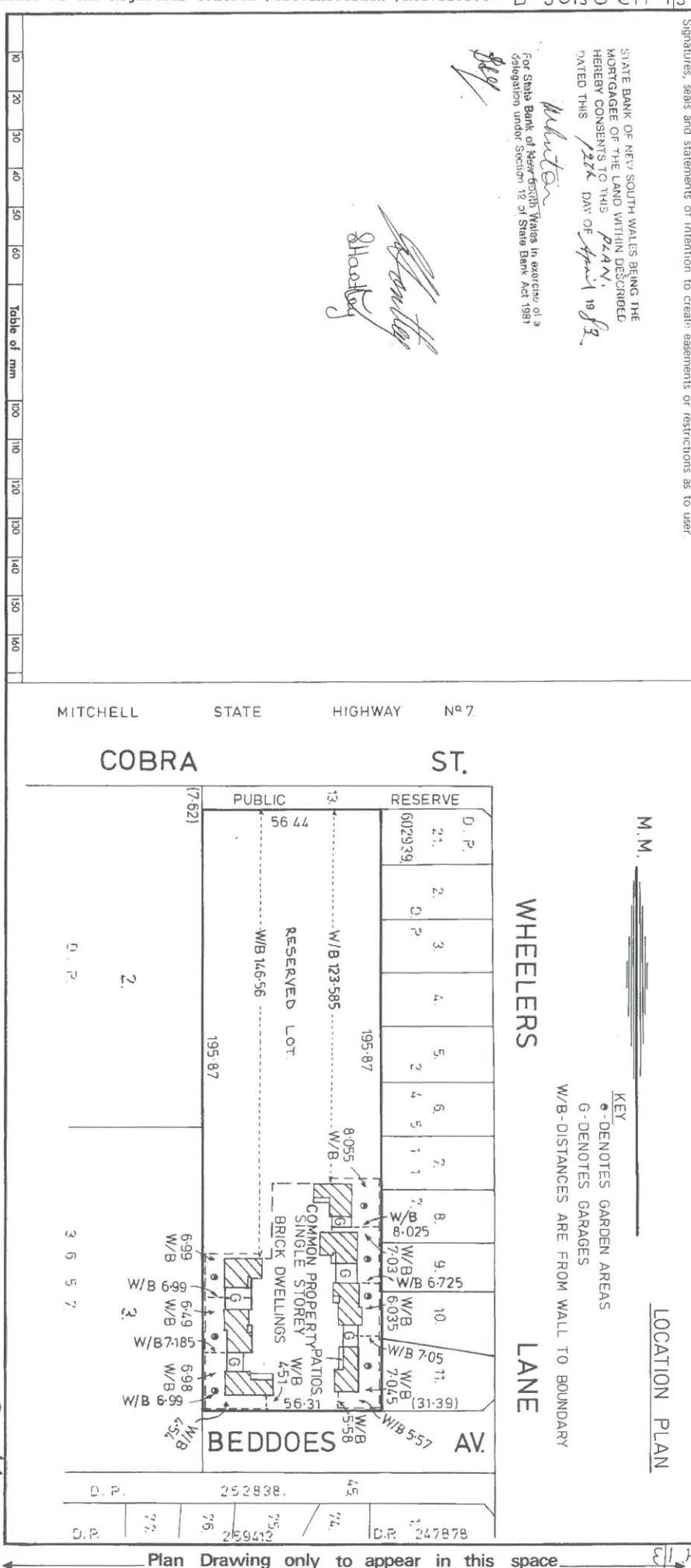
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

STATE BANK OF NEW SOUTH WALES BEING THE  
MORTGAGEE OF THE LAND WITHIN DESCRIBED  
HEREBY CONSENTS TO THIS PLAN.  
DATED THIS 12th DAY OF April 1982.

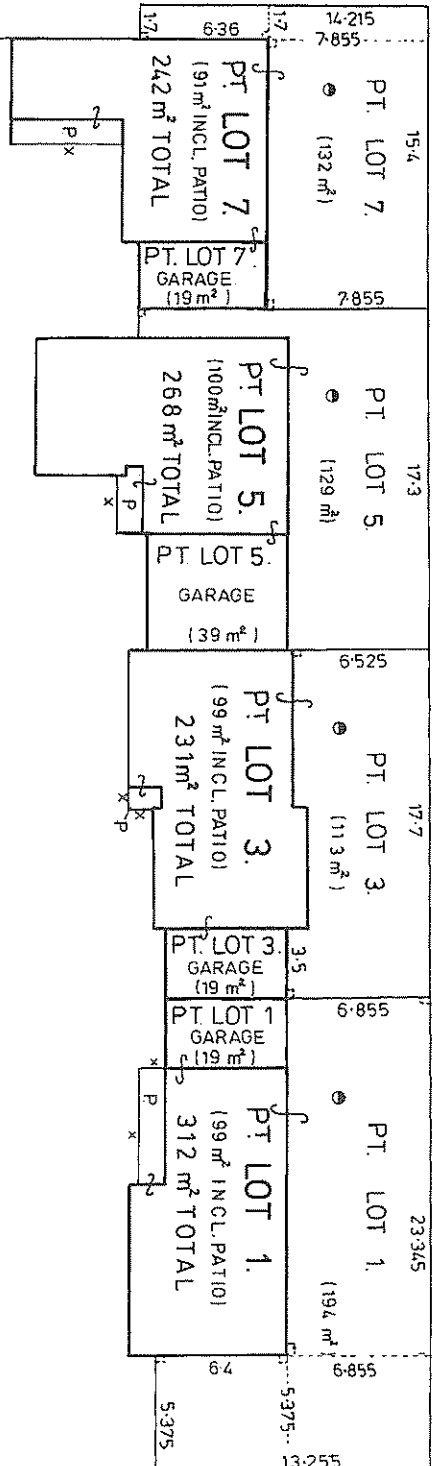
*Winton*

For State Bank of New South Wales in exercise of a  
delegation under Section 12 of State Bank Act 1981

*[Signature]*



## STRATA PLAN 20130



LOT N°	UNIT ENTITLEMENT
1	116
2	119
3	119
4	120
5	125
6	123
7	115
8	10
AGGREGATE	847

## KEY

- - DENOTES GARDEN AREAS.
- P - DENOTES PATIOS, (COVERED).
- PT - DENOTES PART.
- x - DENOTES EDGE OF TILES.
- h - DENOTES A RIGHT ANGLE.

THE STRATA OF GARDEN AREAS ARE TO BE LIMITED TO A DEPTH OF 2 m BELOW AND A HEIGHT OF 5m ABOVE THE UPPER SURFACE LEVEL OF THE RESPECTIVE FLOORS OF THEIR ADJOINING UNIT EXCEPT WHERE COVERED

Reduction Ratio 1: 250

Lengths are in metres

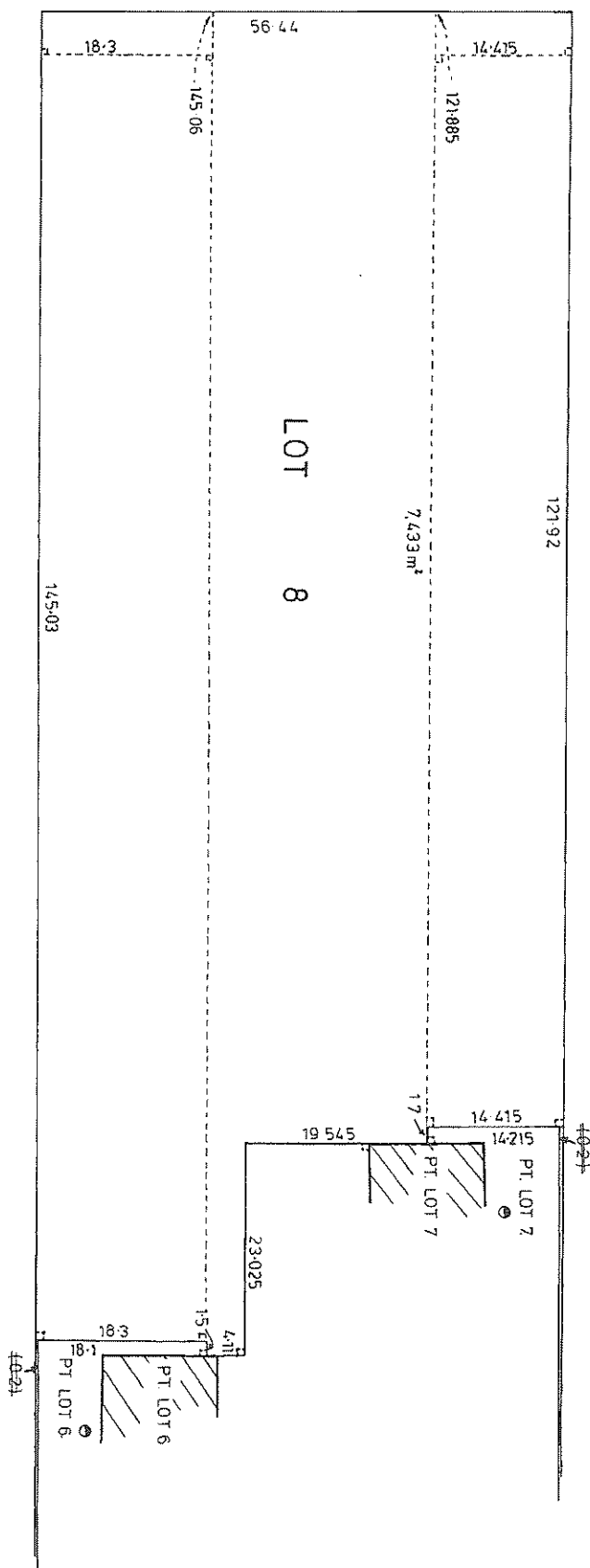
Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: A 8201

STRATA PLAN 20130

H - DENOTES RIGHT ANGLES



M M.

Lengths are in metres

Convent Clerk

SURVEYOR'S REFERENCE: A8201

\* OFFICE USE ONLY

2. P. 20130 2H 33



Y	0	0	8	X	0	2	N
---	---	---	---	---	---	---	---

This is sheet 1 of my Plan in 2 sheets

SUASANT TO SECTION 88 B OF  
CONVEANCING ACT 1919 AND  
TION 7 (3) OF THE STRATA  
LES ACT 1973 IT IS INTENDED  
CREATE  
EASEMENT TO DRAIN SEWAGE  
2.5 WIDE

STAYE BANK OF NEW SOUTH WALES CING THE  
MORTGAGES ON THE LAND WITHIN OF DESCRIBED  
HE MAY COME TO THIS PLAN  
DATED THIS 15th DAY OF May, 1987

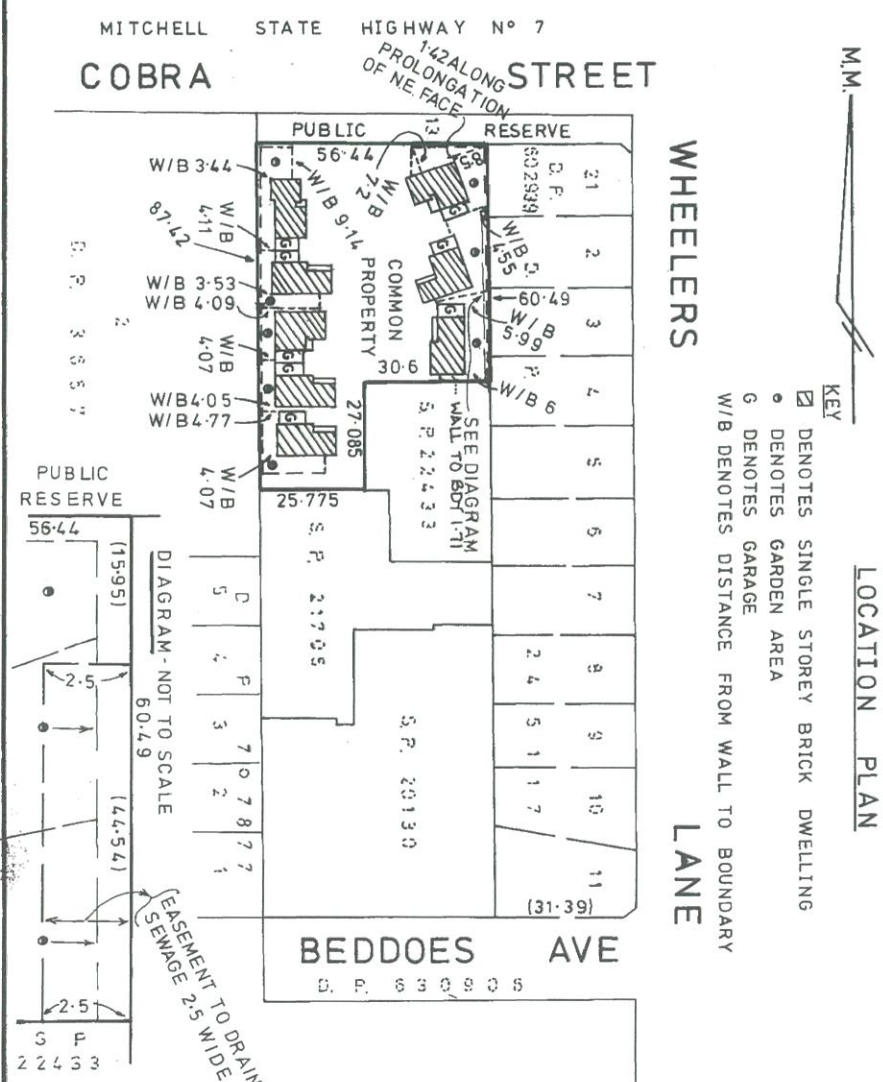
For the purpose of the investigation, the following data were collected:

Common Seal

THE PROPRIETORS STRATA PLANNING  
CORPORATION  
Sole  
[Signature]  
[Signature]

AMENDMENTS MADE IN L.T.O. AT SUPPLETORS REQUEST

**SURVEYOR'S REFERENCE: A8606**

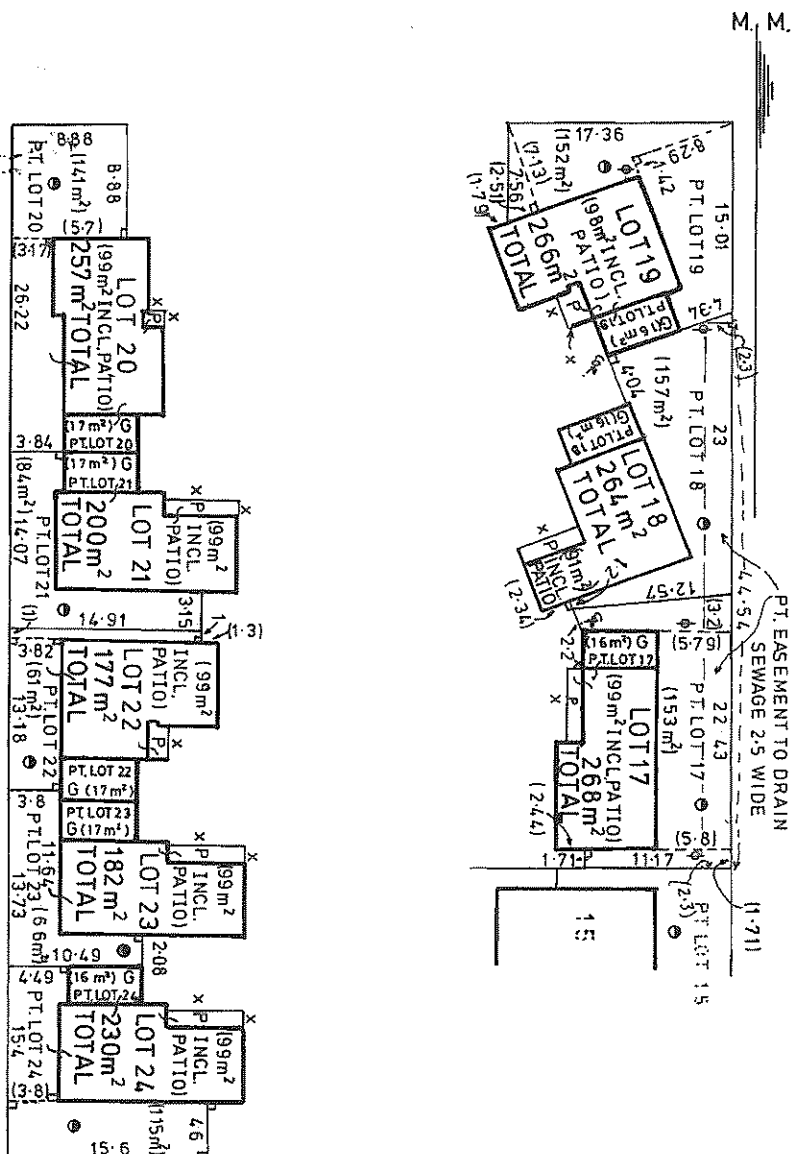


**Plan Drawing only to appear in this space**

**Plan Drawing only to appear in this space**

1951

STRATA PLAN 322009



## SCHEDULE OF UNIT ENTITLEMENT

LOT N°	UNIT ENTITLEMENT
1	115
2	119
3	119
4	120 SP 20130
5	125
6	123
7	115
8	119
9	115 SP 21705
10	119
11	115
12	115 SP 22433
13	117
14	117
15	117
16	115
17	121
18	120
19	117
20	118
21	118
22	118
23	118
24	118
AGGREGATE	2489

## KEY

- DENOTES GARDEN AREAS
- PT. DENOTES PART
- ✕ DENOTES EDGE OF TILES
- L DENOTES A RIGHT ANGLE
- P DENOTES PATIO (COVERED), EXCEPT PT. PATIO LOT 19
- G DENOTES GARAGE
- φ DENOTES PROLONGATION OF OUTER FACE OF WALL

THE STRATA OF GARDEN AREAS ARE TO BE LIMITED TO A DEPTH OF 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE RESPECTIVE FLOORS OF THEIR ADJOINING UNIT EXCEPT WHERE COVERED.

THE STRATA OF THE PATIO OF LOT 19 IS LIMITED TO A HEIGHT OF 2 ABOVE THE UPPER SURFACE OF ITS FLOOR EXCEPT WHERE COVERED

NOTE: AREAS ARE APPROXIMATE

IN PURSUANCE OF THE STRATA TITLES ACT, 1973, THE PROPRIETORS - STRATA PLAN N° 20130, STRATA PLAN N° 21705 AND STRATA PLAN N° 22433 HEREBY CERTIFY

(A) THAT THEY HAVE BY THE SPECIAL RESOLUTION REFERRED TO IN SECTION 37 (A) AGREED TO EACH PROPOSED UNIT ENTITLEMENT AND THE PROPOSED AGGREGATE UNIT ENTITLEMENT SHOWN IN THE SCHEDULE ON WHICH THIS CERTIFICATE IS ENDORSED WHICH IS IDENTIFIED BY THE SIGNATURES OF THE WITNESSES TO THE AFFIXING OF THEIR SEALS HERETO

(B) THAT THE SPECIAL RESOLUTION REFERRED TO IN (A) ABOVE WAS PASSED AFTER THE EXPIRATION OF THE INITIAL PERIOD

THE COMMON SEAL OF THE PROPRIETORS - STRATA PLAN N° 20130 WAS HEREUNTO AFFIXED ON 18th MAY 1987 IN THE PRESENCE OF ROBERT MCKEOWN AND GOTTREY RICHARD HARTLEY

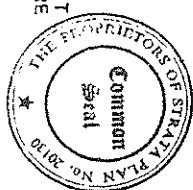
BEING THE PERSONS AUTHORIZED BY SECTION 55 OF THE STRATA TITLES ACT, 1973, TO ATTEST THE AFFIXING OF THE SEAL

THE COMMON SEAL OF THE PROPRIETORS - STRATA PLAN N° 21705 WAS HEREUNTO AFFIXED ON 18th MAY 1987 IN THE PRESENCE OF ROBERT MCKEOWN AND GOTTREY RICHARD HARTLEY

BEING THE PERSONS AUTHORIZED BY SECTION 55 OF THE STRATA TITLES ACT, 1973, TO ATTEST THE AFFIXING OF THE SEAL

THE COMMON SEAL OF THE PROPRIETORS - STRATA PLAN N° 22433 WAS HEREUNTO AFFIXED ON 18th MAY 1987 IN THE PRESENCE OF ROBERT MCKEOWN AND GOTTREY RICHARD HARTLEY

BEING THE PERSONS AUTHORIZED BY SECTION 55 OF THE STRATA TITLES ACT, 1973, TO ATTEST THE AFFIXING OF THE SEAL



Reduction Ratio 1: 400

Lengths are in metres

Registered Surveyor

Council Clerk



INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919 REFERENCE TO S.7(3) OF THE STRATA TILES ACT, 1973.

SHEET 1 of 1 SHEET

PART 1

PLAN: SP32209 (E)

Subdivision of Lot 16 in S.P. 22433 being land in  
Certificate of Title Volume 15327 Folio 82 as  
covered by Dubbo City Council Town Clerk's  
Certificate No.

FULL NAME AND ADDRESS OF  
REGISTERED PROPRIETOR OF LAND:

GEOFFREY RICHARD HARTLEY of 338 Macquarie Street,  
Dubbo, Builder and LYNETTE JOY HARTLEY of the same  
place, his wife.

IDENTITY OF EASEMENT REFERRED  
TO IN ABOVE-MENTIONED PLAN:

Easement to drain sewage 2.5 wide

Schedule of Lots etc. Affected

Lots Burdened

17, 18 & The Common Property

Lot or Authority Benefited

The Council of the City of Dubbo

NAME OF PERSON EMPOWERED TO  
RELEASE VARY OR MODIFY TERMS  
OF EASEMENT REFERRED TO IN  
ABOVE-MENTIONED PLAN:

The Council of the City of Dubbo

SIGNED by the said GEOFFREY RICHARD  
HARTLEY and LYNETTE JOY HARTLEY in  
the presence of:

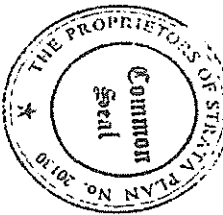
*Attest  
Dubbo.*

*G. Hartley  
L. Hartley*

STATE BANK OF NEW SOUTH WALES BEING THE  
MORTGAGEE OF THE LAND WITHIN DESCRIBED  
HEREBY CONSENTS TO THIS *instrument*  
DATED THIS 15th DAY OF *may*, 1987

THE COMMON SEAL OF THE PROPRIETORS - STRATA  
PLAN NO. 20130, NO. 21705 AND NO. 22433 WAS  
HEREUNTO AFFIXED ON THE 15th MAY, 1987 IN  
THE PRESENCE OF:

*[Signature]*  
For State Bank of New South Wales in exercise of a  
delegation under Section 12 of State Bank Act 1981



*[Signature]* Strata Manager  
*[Signature]*

REGISTERED  15-6-1987

97-15CB



B

## CHANGE OF BY-LAW

Strata Titles Act 1973  
Real Property Act 1900



2496706 J

only

(A) COMMON PROPERTY  
REFERENCE TO TITLE

CP/SP20130

(B) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	CB
33H	THOMAS KENYON & SON DX 405 SYDNEY PHONE: (02) 253 1776 REFERENCE (max. 15 characters): 35-SP	

(C) THE PROPRIETORS of STRATA PLAN 20130 certify that pursuant to a resolution passed on 13 JUNE 1996  
and in accordance with the provisions of section 58(7) of the Strata Titles Act 1973 / Order No. \_\_\_\_\_  
of the Supreme Court of New South Wales / Order No. \_\_\_\_\_ of the Strata Titles Board, the by-laws are changed as follows:

(D) REPEALED BY-LAW No. Nil  
INSERTED / ADDED BY-LAW No. 31

as fully set out below

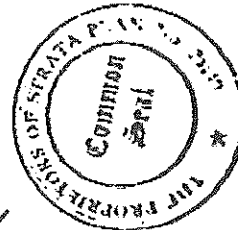
Each proprietor shall have exclusive use of the common property occupied by air  
conditioners and hot water systems.

(E) The Common Seal of The Proprietors - Strata Plan No. 20130  
was affixed on 13-8-96 in the presence of

*[Signature]*  
Signature of Witness

ROBERT MCKEOWEN JP  
Name of Witness - BLOCK LETTERS

being the person authorised by section 55 of the Strata Titles Act 1973 to  
attest the affixing of the seal.



SECRETARY - BODY  
CORPORATE

(K24) TO

CHECKED BY (01/01/01/01/01)

(F)

COUNCIL'S CERTIFICATE (s. 58(5))	
I certify that the Council of .....	has approved the change of by-law as follows:
DATE .....	
APPLICATION No. ....	Authorised Officer .....

#### INSTRUCTIONS FOR COMPLETION

1. This form must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations; rule through rejected material. Initial each alteration in the left hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the form, paper quality, colour, etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages must be signed by the person witnessing the affixing of the seal of the body corporate.
4. The following instructions relate to the marginal letters on the form.

**(A) COMMON PROPERTY REFERENCE TO TITLE**

Show the Reference to Title of the common property, for example "CP/SP12345" or "Volume 12345 Folio 111".

**(B) LODGED BY**

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

**(C) STRATA PLAN**

Show the number of the Strata Plan, the date on which the resolution was passed, the relevant section of the Strata Titles Act 1973 and if appropriate the Supreme Court Order number. The following may be used as a guide:

A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.

A change of by-laws pursuant to section 58 (11) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law and must accordingly be made pursuant to a unanimous resolution.

A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.

Where the initial period has expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 allows a body corporate, with the consent in writing of a proprietor and pursuant to a special resolution, to make a by-law conferring on the proprietor the exclusive use and enjoyment of, or special privileges in respect to, common property, or by special resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

Where the initial period has not expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 must be authorised by the Supreme Court of New South Wales or the Strata Titles Board; see section 66 (1). The Supreme Court or Strata Titles Board Order number must be shown at note (C).

A by-law made pursuant to sections 66(3) and 58(7) of the Strata Titles Act 1973, before the initial period has expired, confers a right to park a vehicle on part of the common property. This section only allows the addition of a by-law and the Council's Certificate must be completed.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with the appropriate Real Property Act Regulations.

**(D) REPEALED/INSERTED/ADDED BY-LAW NUMBER**

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law. Amendment of a by-law is effected by fully repealing the existing by-law and substituting the new by-law in the terms required.

**(E) EXECUTION**

The common seal of the body corporate must be affixed in the presence of the person(s) authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal. Show the number of the Strata Plan and the date on which the common seal was affixed. The appropriate section should be completed by the attesting witness.

**(F) COUNCIL'S CERTIFICATE**

The Certificate must be completed when a by-law is made pursuant to sections 66(3) and 58(7) before the initial period has expired.

The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.

If you have any questions about filling out this form, please call (02) 228-6666 and ask for Customer Services Branch.



AH262597S

Form: 15CB  
Licence: 1034A/404/96

## CHANGE OF BY-LAWS

LPI NSW use only

New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900

*Do not affix additional pages here:  
use the left hand corner*

PRIVACY NOTE: This information is legally required and will become part of the public record

(A) TORRENS TITLE

CP/SP20130

(B) LODGED BY

Delivery Box

Name, Address or DX and Telephone

392C

392 C  
SYDNEY LEGAL AGENTS  
LLP: 128005 Y

Tel: 28086

CB

(C) The Owners-Strata Plan No. 20130 certify that pursuant to a resolution passed on 10 July 2012 and in accordance with the provisions of –

- (D)
- ~~section 64 of the Community Land Management Act 1989~~
  - ~~section 111 of the Strata Schemes (Freehold Development) Act 1973~~
  - section 47 of the Strata Schemes Management Act 1996
  - ~~order No. of the Strata Schemes Adjudicator~~
  - ~~order No. of the Strata Schemes Board~~

the by-laws are changed as follows:

- (E) Repealed by-laws 1 to 19 set out in schedule 1 Strata Schemes Management Act 1996.  
Added by-laws 1 to 22 set out in schedule 2 Strata Schemes Management Regulations 2010.  
Added Special by-law No 1 as fully set out below

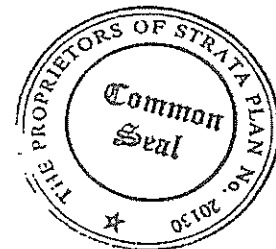
(See Annexure)

- (F) The common seal of The Owners-Strata Plan No 20130 was affixed on 14.9.2012 in the presence of

Signature(s) Susan Cornish

Name(s) [use block letters] Susan Cornish JP

being the person(s) authorised by  
section 238 of the Strata Schemes  
Management Act 1996 to attest the  
affixing of the seal.



Department of Lands  
Land and Property Information Division

## ANNEXURE TO CHANGE OF BY-LAWS

### STRATA SCHEMES MANAGEMENT REGULATION 2010 - SCHEDULE 2

#### SCHEDULE 2 – Model by-laws for residential strata schemes

(Clause 27)

##### 1 Noise

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

##### 2 Vehicles

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

##### 3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

##### 4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

##### 5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot,unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

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

(5) Despite section 62 of the Act, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

#### 6 Behaviour of owners and occupiers

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

#### 7 Children playing on common property in building

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

#### 8 Behaviour of invitees

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

#### 9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

#### 10 Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

(4) In this clause:

"washing" includes any clothing, towel, bedding or other article of a similar type.

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Signature(s) SCL

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Department of Lands  
Land and Property Information Division

#### 11 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

#### 12 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

#### 13 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### 14 Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

#### 15 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### 16 Garbage disposal

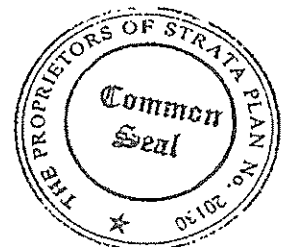
- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

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- (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

#### 17 Keeping of animals

*Note: Select option A, B or C. If no option is selected, option A will apply.*

##### Option A

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

##### Option B

- ~~(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.~~

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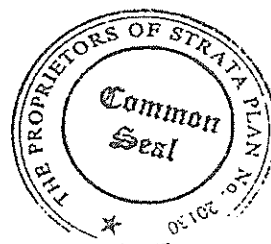
Signature(s) SCL

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- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
- (a) notify the owners corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal when it is on the common property, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

**Option C**

Subject to section 40 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

**18 Appearance of lot**

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

**19 Change in use of lot to be notified**

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

**20 Provision of amenities or services**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- (a) window cleaning,
  - (b) garbage disposal and recycling services,
  - (c) electricity, water or gas supply,
  - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.
- Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.*

**21 Compliance with planning and other requirements**

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

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Signature(s) S. CL

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Department of Lands  
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(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## 22 Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

## Special By-law 1 Owners Works

(1) This by-law is made for the purposes of managing, regulating and controlling the carrying out of Works which affect the common property and/or impact on an owner or occupier on a lot.

(2) The Works undertaken under this by-law must enhance, improve or add value to the lots and/or the common property.

(3) Each owner of a lot has the right to undertake the following "Works", subject to the following conditions and Owners Corporation's rights –

- (a) Install air-conditioning units including external condenser units (and any other ancillary items).
- (b) Install false ceilings.
- (c) Install security grills.
- (d) Install balcony gates.
- (e) Install fixtures to internal surfaces of common property walls.
- (f) Install exhaust or extraction fans, or range hood.
- (g) Install external shutters and blinds.
- (h) Install wooden or parquet flooring.
- (i) Install tiles to balcony flooring.
- (j) Alter internal load bearing walls.
- (k) Install new plumbing and electrical equipment and services.
- (l) Such Works which are authorised by the Owners Corporation as approved under this by-law.

(4) Where the Works undertaken under clause 3 of this by-law are visible from the outside of the scheme, the Works must be in a construction and colour scheme that matches the overall appearance of the building.

(5) Where any Works covered under clause 3 of this by-law was undertaken by a lot owner before this by-law was made then any provisions of this by-law concerning repair and maintenance will also apply to those Works.

(6) The owner must undertake Works in accordance with the conditions provided in this by-law.

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Signature(s) SLL

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## Conditions

### *Before undertaking the Works*

- (7) The owner must notify the Owners Corporation at least 21 days before undertaking the Works and obtain the prior written approval for the Works from –
- (a) the executive committee of the Owners Corporation; and
  - (b) the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required); and
  - (c) any other relevant statutory authority whose requirements apply to undertaking the Works.
- (8) The owner must submit to the Owners Corporation the following documents relating to undertaking the Works prior to obtaining written approval from the Owners Corporation:
- (a) plans and drawings;
  - (b) specifications of work; and/or
  - (c) any other documents reasonably required by the Owners Corporation.
- (9) The owner must ensure that the Works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the documents relating to the Works undertaken are submitted to Owners Corporation.

### *Carrying out the Works*

- (10) In carrying out the Works, the owner must:
- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
  - (b) protect all areas of the building outside their lot from damage by undertaking the Works or the transportation of construction materials, equipment, debris;
  - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the Works;
  - (d) only undertake Works at the times approved by the Owners Corporation;
  - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
  - (f) remove all debris resulting from undertaking the Works immediately from the building; and
  - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of undertaking the Works.
- (11) The owner must ensure that the Works shall be done:
- (a) in a proper and workmanlike manner and by duly licensed insured contractors; and
  - (b) in accordance with the drawings and specifications approved by the local council (if applicable) and the Owners Corporation.

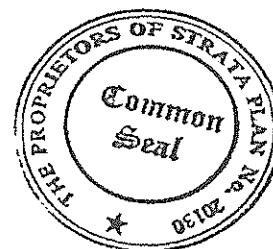
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*After completing the Works*

(12) The owner must deliver to the Owners Corporation the following documents relating to the Works:

- (a) certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Works and the building (if required); and
- (b) any other document reasonably required by the Owners Corporation.

(13) The owner must, at the owner's cost:

- (a) properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair; and
- (b) properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works (or any part of them) as required from time to time.

**Liability and Indemnity**

(14) The owner indemnifies the Owners Corporation against all loss and damage suffered by the owner as a result of undertaking the Works including the repair and maintenance of the Works and liability under section 65(6) of the Act in respect of repair of the common property attached to the Works.

(15) Any loss and damage suffered by the Owners Corporation as a result of undertaking the Works may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

(16) To the extent that section 62(3) of the Act is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works proposed under this by-law.

(17) The Owners Corporation reserves the right to take action against an owner to replace the Works or reinstate the common property affected by the Works to its original condition if the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

(18) The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Strata Schemes Management Act 1996.

The common seal of The Owners-Strata Plan No 20130

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Signature(s) SC

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Certificate No: 2154  
Applicant Ref: JAM:DM:220692  
Receipt No: 81160139

09/08/2022



Nelson Keane & Hemingway  
22 Church Street  
DUBBO NSW 2830

## PLANNING CERTIFICATE

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

**Parcel No:** 6286  
**Property description:** Lot: 1 SP: 20130, Unit 1 1 Beddoes Avenue 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 Regional Local Environmental Plan 2022, applies to the subject land.

**State Environmental Planning Policies (SEPP):**

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

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

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

State Environmental Planning Policy (Housing) 2021, applies to the State.

State Environmental Planning Policy (Biodiversity and Conservation) 2021, applies to the State.

State Environmental Planning Policy (Industry and Employment) 2021, applies to the State.

State Environmental Planning Policy (Primary Production) 2021, 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](mailto:council@dubbo.nsw.gov.au)

Civic Administration Building Church St Dubbo NSW 2830

**W** [dubbo.nsw.gov.au](http://dubbo.nsw.gov.au)



State Environmental Planning Policy (Resilience and Hazards) 2021, applies to the State.

State Environmental Planning Policy (Resources and Energy) 2021, applies to the State.

State Environmental Planning Policy (Transport and Infrastructure) 2021, applies to the State.

State Environmental Planning Policy (Planning Systems) 2021, applies to the State.

State Environmental Planning Policy (Precincts - Regional) 2021, 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, applies to the subject land.

**The subject land is zoned:**

Zone R1 General Residential

**(1) Objectives of zone**

- \* To provide for the housing needs of the community.
- \* To provide for a variety of housing types and densities.
- \* 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.

**(2) Permitted without consent**

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

**(3) Permitted with consent**

Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Restaurants or cafes; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Tank-based aquaculture; Water reticulation systems; Any other development not specified in item 2 or 4.

**(4) Prohibited**

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment

facilities; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies.

Notwithstanding the above land use permissibility information indicating development 'permitted without consent'; development 'permitted with consent'; and development 'prohibited', the Dubbo Regional Local Environmental Plan 2022 provides in some circumstances additional use provisions and other relevant land use permissibility/prohibition provisions.

It is recommended that consultation of the Dubbo Regional Local Environmental Plan 2022 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 Regional Local Environmental Plan 2022 that fix minimum land dimensions for the erection of a dwelling house on the subject land.

**Critical habitat:**

The land does not include or comprise 'critical habitat' under Dubbo Regional Local Environmental Plan 2022.

**Conservation area:**

The land is not in a conservation area under Dubbo Regional Local Environmental Plan 2022.

**Heritage:**

A heritage item is not situated on the land under Dubbo Regional Local Environmental Plan 2022.

**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 3B. Low Rise Medium Density Housing Code:*

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

*Part 3C. Greenfield Housing Code:*

No - does not apply to the land.

*Part 3D. Inland Code:*

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

*Part 4. Housing Alterations Code:*

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

*Part 4A. General Development Code:*

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

*Part 5. Industrial and Business Alterations Code:*

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

*Part 5A. and 5B. Industrial and Business Building Code and the Container Recycling Facilities Code:*

No - does not apply to the land.

*Part 6. Subdivision Code:*

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

*Part 7. Demolition Code:*

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

*Part 8. Fire Safety Code:*

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

**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.

**Flood-related Development Control Information:**

The subject land is not subject to any policy adopted by Council that restricts the use of the land because of the likelihood of flooding.

**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) or occupancy restrictions 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) or management/operational restrictions pertaining to affordable housing on 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.

**ADDITIONAL INFORMATION PURSUANT TO SECTION 10.7 (5) OF THE  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**NOTE:**

When information under Section 10.7 (5) is requested, the Council is under no obligation to provide any of the information supplied in this part. We draw your attention to Section 10.7 (6) that states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land does not imply that the land is not affected by any matter referred to in this Planning Certificate.

The Council has made no inspection of the property for the purposes of this Certificate. The purchaser should satisfy himself/herself by his/her own inspection of the property that there are no breaches of development consent in respect of the subject property.

Information provided by the Council under Section 10.7 (5) of the Act does not include advice as to whether or not the subject land is affected by an easement, right of way, covenant or other similar instrument. Information in this regard is included on the title information for the subject property.

Details of development consent for the property are available on request from Council.

**Services:**

Sewer is available to this parcel of land. For further information, please contact Council's Infrastructure Division on (02) 6801 4000.

Council water supply is available to this allotment. For further information, please contact Council's Infrastructure Division on (02) 6801 4000.

**General Property Comments:**

All or part of the subject land has been identified as being within the 'Dubbo Airport - Obstacle Limitation Surface' map dated 26 August 1997 (flight path) of the Dubbo Regional Airport. For further information, please contact Council's Development and Environment Division on (02) 6801 4000.

Access to the subject land is via an Open Access Way created under Community Titles legislation which is not under the control or management of Council and for which Council has no responsibility.

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

A handwritten signature in black ink, appearing to read 'Stephen Wallace', with a long horizontal flourish extending to the right.

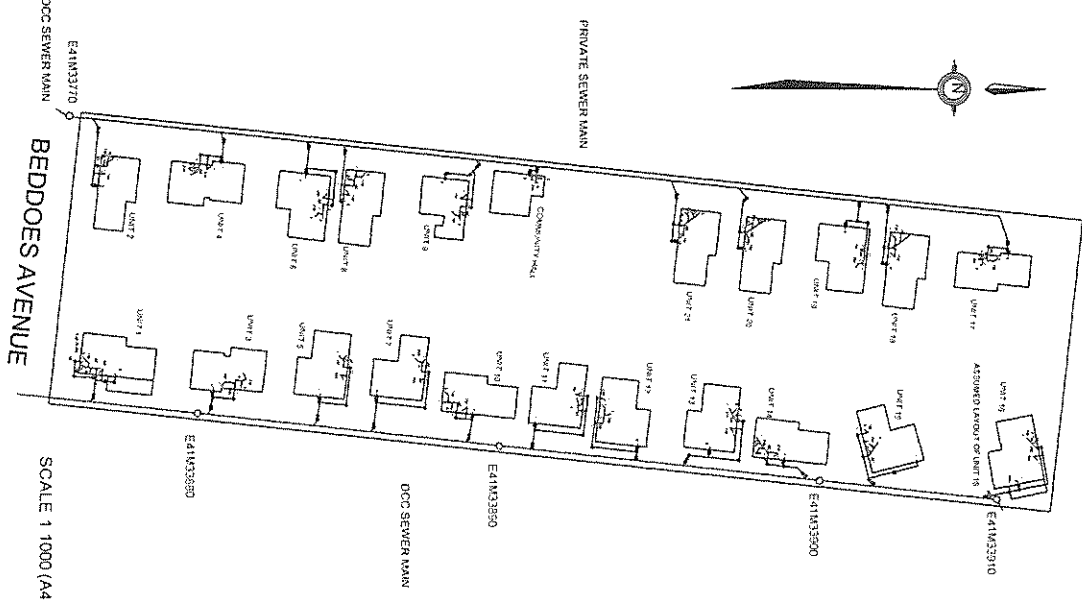
*Stephen Wallace*  
Director Planning and Environment



DUBBO  
CITY COUNCIL  
ENVIRONMENTAL SERVICES DIVISION

Parcel No. 20722 Property No. 189.150  
Address 1 Beddoes Ave (Kimberley Grove) Lot 0 SP 20130  
DA No. BR82/271, BR83/362, BR82/362, D01/1012, BR86/2, CD06/274, BA89/142

# PLAN OF SANITARY DRAINAGE



Connected	23/07/82	Plumber	C HONEYSETT (UNITS 1 TO 7)
Amended	29/12/83	Plumber	C HONEYSETT (COMMUNITY HALL)
Amended	27/11/85	Plumber	S TOBIN
Amended	UNKNOWN	Plumber	UNKNOWN (UNIT 1)
Amended	18/03/86	Plumber	S TOBIN (UNIT 15)
Amended	01/03/89	Plumber	B DUGGAN (UNIT 1)
Amended	21/09/01	Plumber	I GRAHAM (UNIT 1)
Amended	20/03/07	Plumber	J O'DONNELL (UNIT 16)
Amended	2011	Plumber	P KNIGHT (AAV ON UNIT 16)

FOR MORE DETAILS SEE NEXT PAGES

PAGE 1 OF 6

- Yard Gully

Manhole

Boundary Shaft

Inspection Opening

Oil Separator

Tundish

AAV Air Admittance Valve

R Reflux Valve

C Cleaners Sink

K Kitchen Sink

V Educt Vent

IV Induct Vent

GW Glass Washer

U Urinal

S Shower

B Bath Waste

G Grease Trap

DW Dish Washer

CO Clear Out

H Hand Basin

FW Floor Waste

T Tub Waste

WC Water Closet

U Urinal

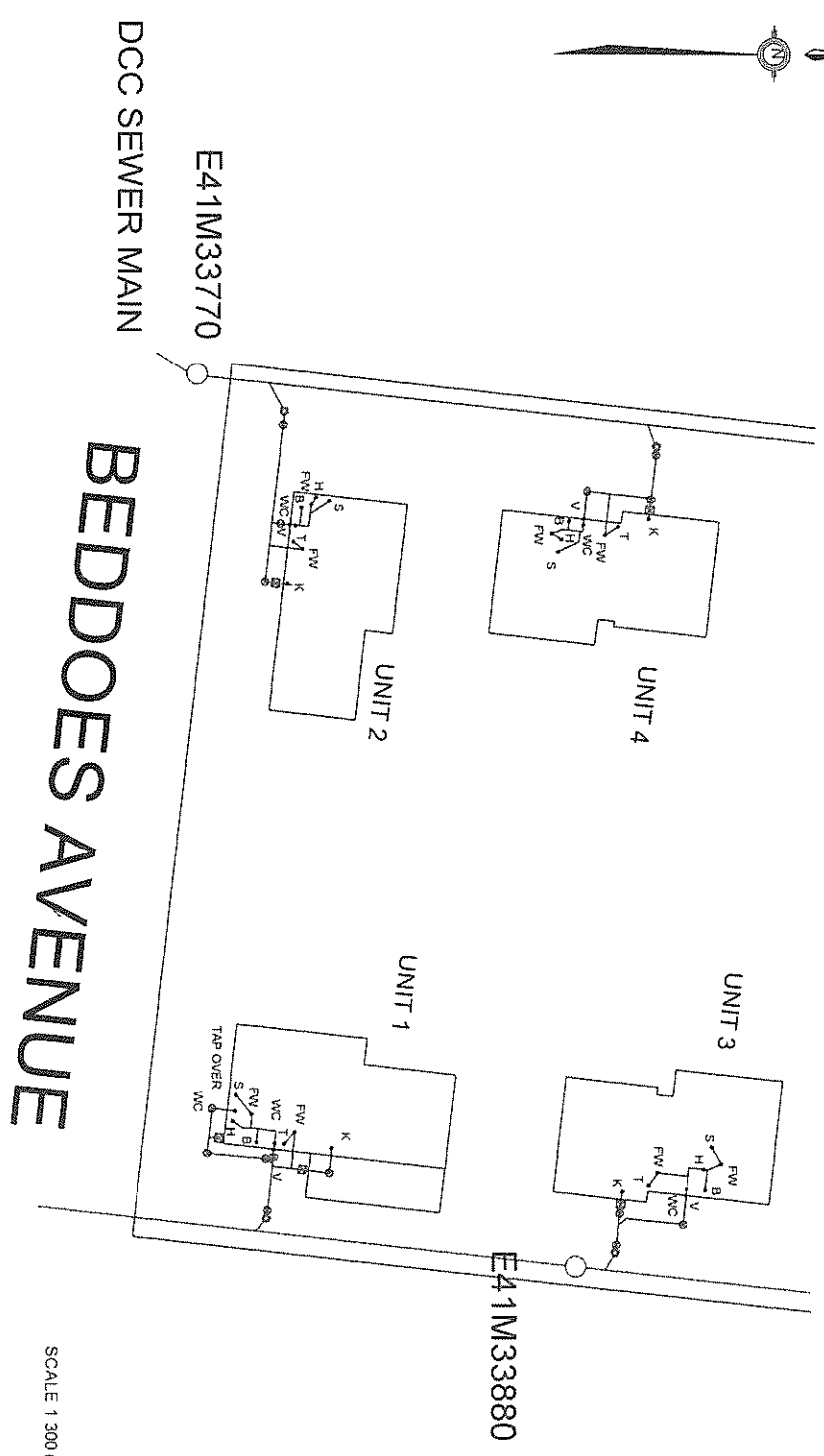
SP Sample Point



NOTE: DUBBO CITY COUNCIL SEWER MAIN  
LOCATION IS INDICATIVE ONLY

# PLAN OF SANITARY DRAINAGE

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Address 1 Beddoes Ave (Kimberley Grove) Lot 0 SP 20130  
DA No. BR82/271, BR83/362, BR82/362, D01/1012, BR86/2, CD06/274, BA89/142



- REFERENCE**
- R Reflux Valve
  - C Cleaners Sink
  - K Kitchen Sink
  - V Educt Vent
  - IV Induct Vent
  - GW Glass Washer
  - U Urinal
  - S Shower
  - B Bath Waste
  - G Grease Trap
  - DW Dish Washer
  - CO Clear Out
  - H Hand Basin
  - FW Floor Waste
  - T Tub Waste
  - WC Water Closet
  - U Urinal
  - SP Sample Point
  - Y Yard Gully
  - M Manhole
  - BS Boundary Shaft
  - IS Inspection Opening
  - OS Oil Separator
  - TD Turndish
  - AAV Air Admittance Valve



NOTE: DUBBO CITY COUNCIL SEWER MAIN  
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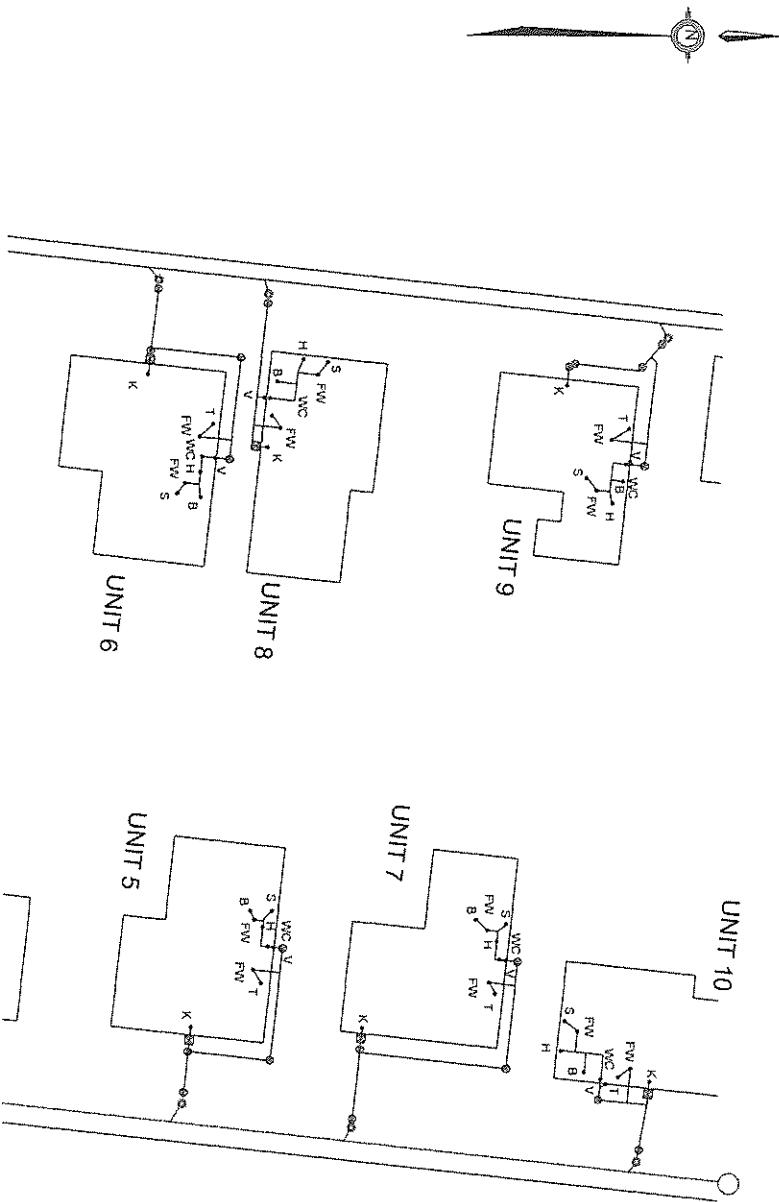
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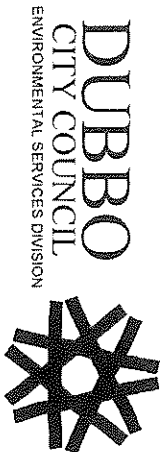
SCALE 1 300 (A4)

PAGE 3 OF 6

Drawn 12/01/12 AS

M. WATKINS  
DIRECTOR ENVIRONMENTAL SERVICES





DUBBO  
CITY COUNCIL  
ENVIRONMENTAL SERVICES DIVISION  
NOTE: DUBBO CITY COUNCIL SEWER MAIN  
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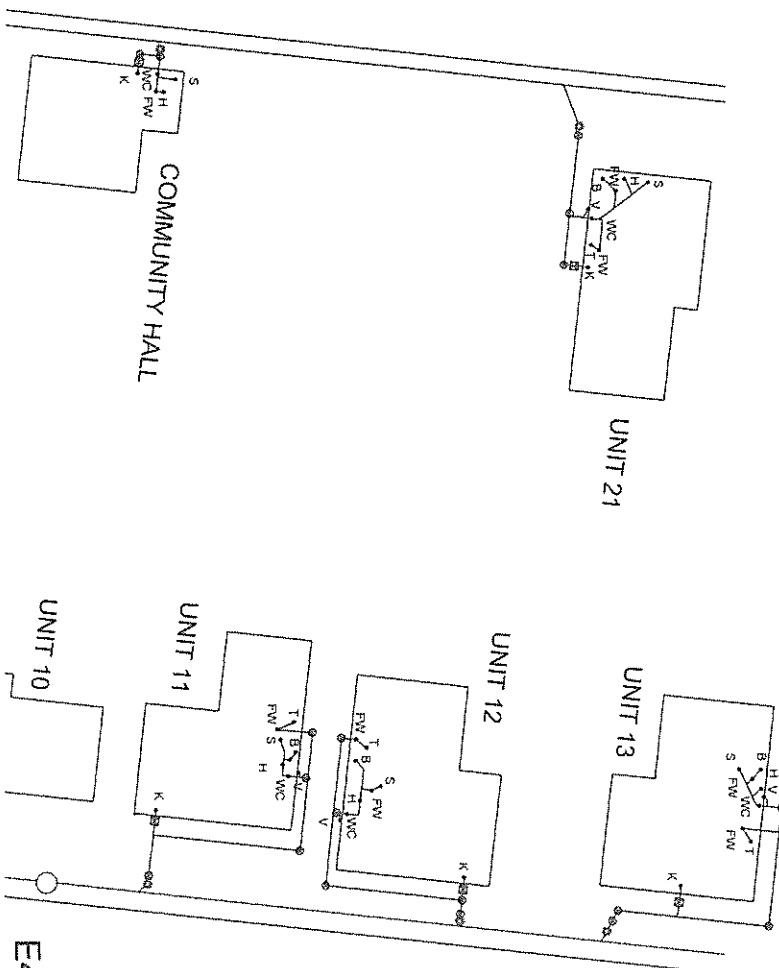
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SCALE 1:300 (A4)

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PAGE 4 OF 6

M. WATKINS

Drawn 12/01/12 AS

DIRECTOR ENVIRONMENTAL SERVICES



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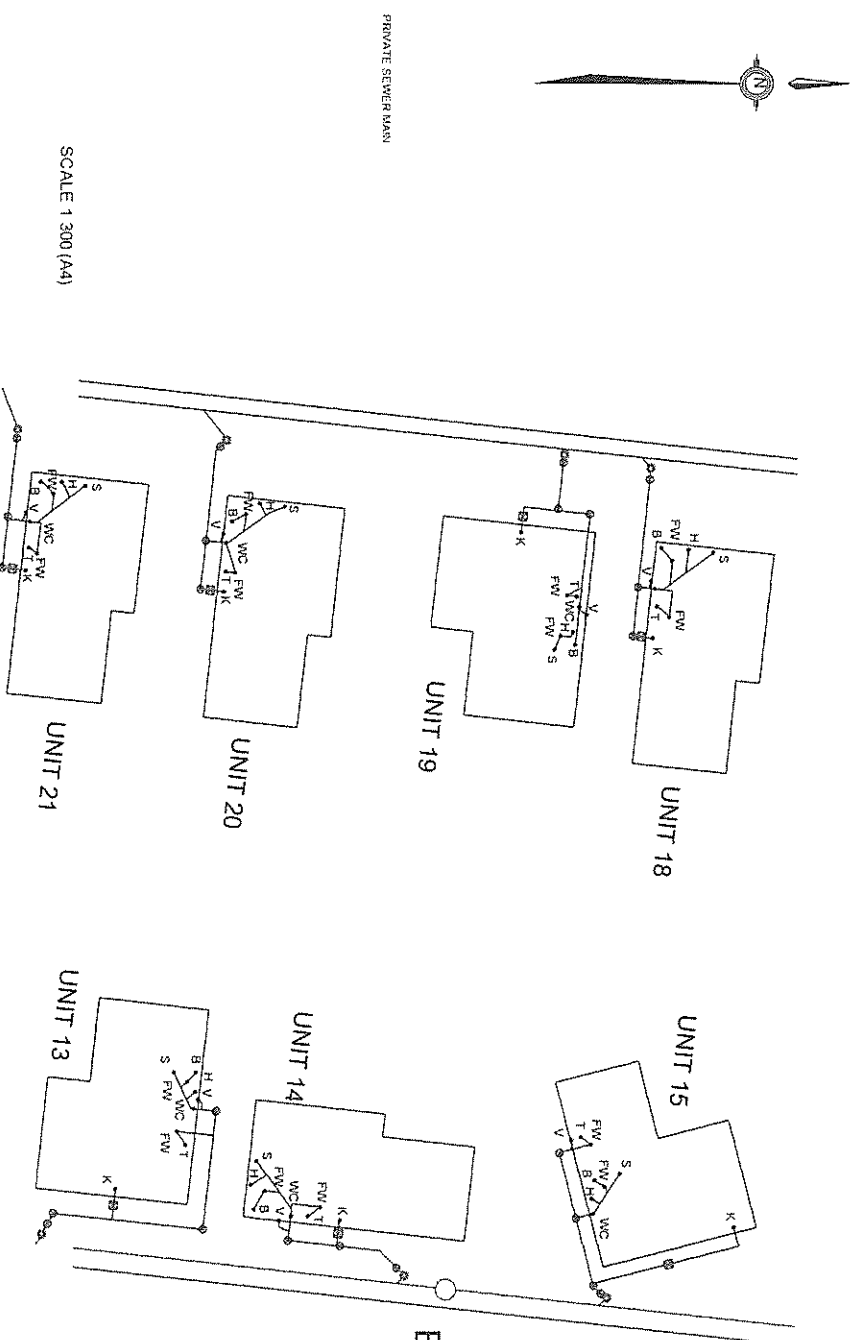
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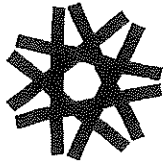


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E41M33900

SCALE 1 300 (A4)



NOTE DUBBO CITY COUNCIL SEWER MAIN  
LOCATION IS INDICATIVE ONLY

# PLAN OF SANITARY DRAINAGE

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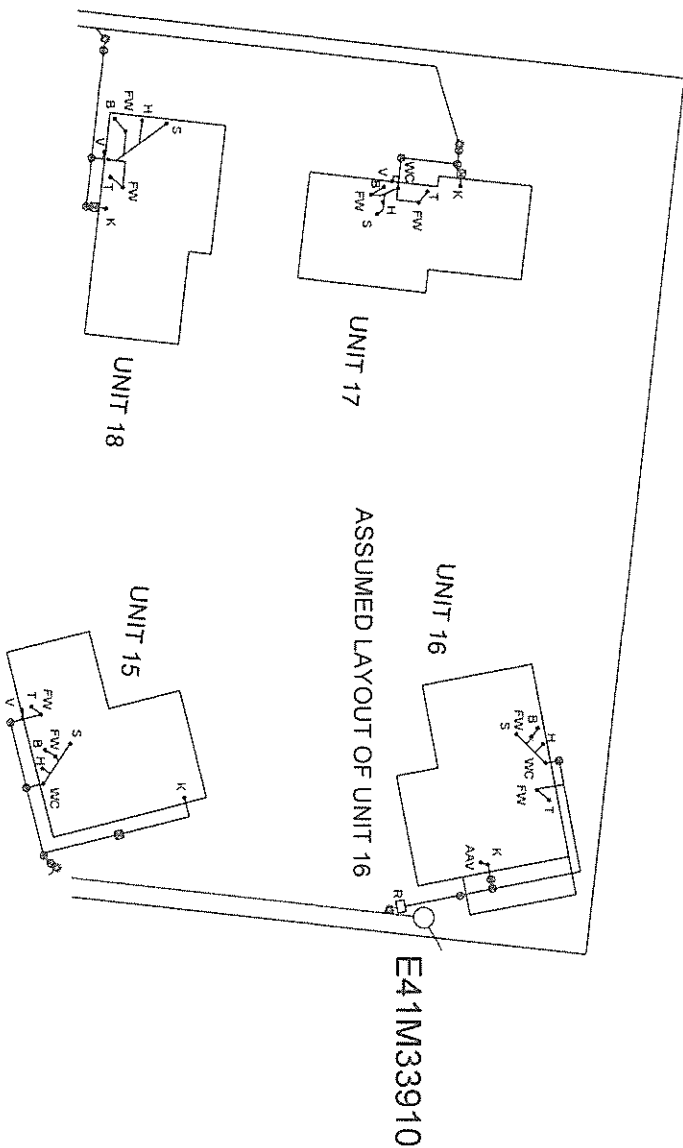
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PRIVATE SEWER MAIN



SCALE 1 300 (A4)

PAGE 6 OF 6

Drawn 12/01/12 AS

M. WATKINS  
DIRECTOR ENVIRONMENTAL SERVICES

**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:
 

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	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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</i> by a party;
<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 <sup>th</sup> 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 party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<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.

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- 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 *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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



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



- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make 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 *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.



**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;



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