

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 110677734	NSW DAN:
vendor's agent	REDDEN FAMILY REAL ESTATE 3 Gilgai Court, Dubbo NSW 2830		Phone: 0467 193 268 Fax: Ref:
co-agent			
vendor	NICHOLAS DANIEL CONTE 55 Umangla Street, Wongarbon NSW 2831		
vendor's solicitor	NELSON KEANE & HEMINGWAY 22 Church Street, Dubbo NSW 2830		Phone: (02) 6882 1433 Fax: (02) 6881 8117
date for completion	42 days after the contract date	(clause 15)	Email: law@nkhsols.com
land	54 HINDMARSH ESPLANADE, DUBBO NSW 2830		
(Address, plan details and title reference)	LOT 337 IN DEPOSITED PLAN 1241303 337/1241303		
	☒ VACANT POSSESSION ☐ Subject to existing tenancies		
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:		
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:		

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

inclusions	☒ air conditioning ☒ clothes line ☒ fixed floor coverings ☒ range hood ☐ blinds ☒ curtains ☒ insect screens ☒ solar panels ☒ built-in wardrobes ☒ dishwasher ☒ light fittings ☒ stove ☐ ceiling fans ☐ EV charger ☐ pool equipment ☒ TV antenna ☒ other: Stainless steel refrigerator in walk-in pantry 75" television including bracket in living area & fire pit	
exclusions		
purchaser		
purchaser's solicitor		Phone: Fax: Ref:
Price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER												
Signed By _____ Vendor _____ Vendor _____	Signed By _____ Purchaser _____ Purchaser _____												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Name of authorised person	_____ Name of authorised person												
_____ Office held	_____ Office held												

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

☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – 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 representative:

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)
☒ 1 property certificate for the land	☐ 33 property certificate for strata common property
☒ 2 plan of the land	☐ 34 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 35 strata by-laws
☐ 4 plan of land to be subdivided	☐ 36 strata development contract or statement
☐ 5 document to be lodged with a relevant plan	☐ 37 strata management statement
☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	☐ 38 strata renewal proposal
☒ 7 additional information included in that certificate under section 10.7(5)	☐ 39 strata renewal plan
☒ 8 sewerage infrastructure location diagram (service location diagram)	☐ 40 leasehold strata - lease of lot and common property
☐ 9 sewer lines location diagram (sewerage service diagram)	☐ 41 property certificate for neighbourhood property
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 42 plan creating neighbourhood property
☐ 11 <i>planning agreement</i>	☐ 43 neighbourhood development contract
☐ 12 section 88G certificate (positive covenant)	☐ 44 neighbourhood management statement
☐ 13 survey report	☐ 45 property certificate for precinct property
☐ 14 building information certificate or building certificate given under <i>legislation</i>	☐ 46 plan creating precinct property
☐ 15 occupation certificate	☐ 47 precinct development contract
☐ 16 lease (with every relevant memorandum or variation)	☐ 48 precinct management statement
☐ 17 other document relevant to tenancies	☐ 49 property certificate for community property
☐ 18 licence benefiting the land	☐ 50 plan creating community property
☐ 19 old system document	☐ 51 community development contract
☐ 20 Crown purchase statement of account	☐ 52 community management statement
☐ 21 building management statement	☐ 53 document disclosing a change of by-laws
☐ 22 form of requisitions	☐ 54 document disclosing a change in a development or management contract or statement
☐ 23 <i>clearance certificate</i>	☐ 55 document disclosing a change in boundaries
☐ 24 land tax certificate	☐ 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	☐ 57 information certificate under Community Land Management Act 1989
☐ 25 insurance certificate	☐ 58 disclosure statement - off the plan contract
☐ 26 brochure or warning	☐ 59 other document relevant to off the plan contract
☐ 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	☐ 60
☐ 28 certificate of compliance	
☐ 29 evidence of registration	
☐ 30 relevant occupation certificate	
☐ 31 certificate of non-compliance	
☐ 32 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 **Nicholas Daniel Conte** (as Vendors)

AND(as

Purchasers)

DATED:

Property: 54 Hindmarsh Esplanade, 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: 337/1241303

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/1/2023	2:15 PM	2	9/5/2018

LAND

LOT 337 IN DEPOSITED PLAN 1241303
AT DUBBO
LOCAL GOVERNMENT AREA DUBBO REGIONAL
PARISH OF DUBBO COUNTY OF LINCOLN
TITLE DIAGRAM DP1241303

FIRST SCHEDULE

NICHOLAS DANIEL CONTE (T AN322598)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1241303 EASEMENT TO DRAIN WATER 2 AND 3 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 3 DP1241303 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 4 DP1241303 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT
- 5 AN322599 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

230041

PRINTED ON 18/1/2023

MITCHELL

2024年3月14日 星期三

✕

STATE

(VARIABLE WIDTH)

HIGHWAY

TO WELLINGBO

PM 56582 FDD 100° 37' 00" SSM 42245 FD (COBRA STREET)
276.09 00 281.573 (SUNVEY)
276.09 00 281.954 (B SURVEY)

OBRA STREET)

2

SURVEYING & CO-ORDINATES REGULATION 2002 CLAUSE 35(1)(b) & 6(2)									
MARK	N.G.A.	CO. ORDINATES	ZONE	CLASS	ORDER	IN	MOD	ORIGIN	
	EASTING	NORTHING							
SSM 42245	654 505.469	6 429 788.014	55	B	2	SSM5	F0	CAO TRAY	PL
PR 56582	653 799.090	6 429 829.710	55		2	SSM5	F0	CAO TRAY	PL
SSM 20256	654 206.072	6 429 756.728	55		3	SSM5	F0	CAO TRAY	PL
SSM 477864	654 008.424	6 429 636.553	55		2	SSM5	F0	CAO TRAY	PL
SSM 177366	654 323.251	6 429 637.556	55		2	SSM5	F0	CAO TRAY	PL
SSM 207292	654 183.548	6 429 547.169	55		2	SSM5	F0	CAO TRAY	PL
SSM 203731	654 008.090	6 429 695.551	55		2	SSM5	F0	CAO TRAY	PL
SSM 203732	653 973.818	6 429 765.700	55		2	SSM5	F0	CAO TRAY	PL
SSM 203728	654 202.310	6 429 680.945	55	D	0	SSM5	F0	CAO TRAY	PL

SOURCE: MGA CO-ORDINATES DERIVED FROM SKIMS AT 20/08/2007

(COMBINED SEA LEVEL & SCALE CORRECTION FACTOR 0.999843)

COMBINED SEA LEVEL & SCALE CORRECTION FACTOR 0.999847

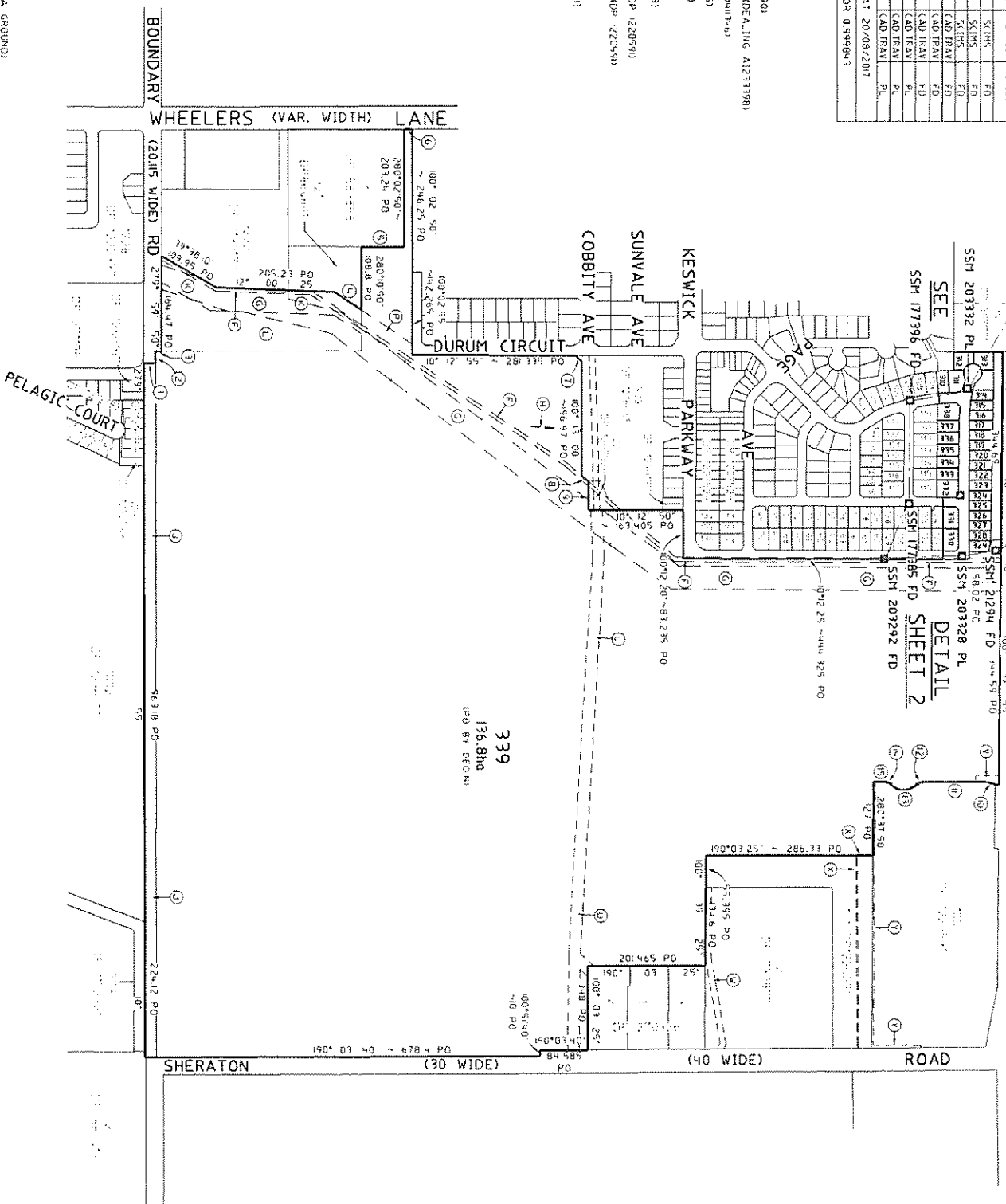
- ⑤ ~ EASEMENT FOR WATER SUPPLY 6 WIDE (OP 040930)
- ⑥ ~ EASEMENT FOR OVERHEAD POWERLINES 40 WIDE (IDEALING A1273788)
- ⑦ ~ EASEMENT FOR DRAINAGE 15.25 WIDE (IDEALING D11764)
- ⑧ ~ LAND EXCLUDES MINERALS - SEE (GROW GRANT15)
- ⑨ ~ EASEMENT TO DRAIN WATER 40 WIDE (OP 810439)
- ⑩ ~ RESTRICTIONS ON THE USE OF LAND (OP 810439)
- ⑪ ~ EASEMENT TO DRAIN WATER 20 WIDE (OP 588558)
- ⑫ ~ RIGHT OF ACCESS 10 WIDE & VARIABLE WIDTH (OP 1220591)
- ⑬ ~ EASEMENT FOR OVERHEAD POWERLINES 20 WIDE (OP 1220580)
- ⑭ ~ RIGHT OF ACCESS 10 WIDE (OP 1220591)
- ⑮ ~ EASEMENT TO DRAIN SEWAGE 2 WIDE (OP 1220590)
- ⑯ ~ EASEMENT TO DRAIN WATER 3 WIDE (OP 1220590)

SCHEDULE OF LINES		
No.	BEARING	DIST.
1	9°-59.50"	20.05, P.O.
2	27°-59.50"	20.05, P.O.
3	9°-49.45"	10 P.O.
4	43°-58.30"	55, 46.5, P.O.
5	10°-34.0"	7.03, P.O.
6	9°-47.50"	15, P.O.
7	55°-13.05"	34.14, P.O.
8	23°-17.50"	15.45, P.O.
9	103°-12.50"	14.8, P.O.
10	2°-48.00"	21.875, P.O.
11	10°-31.0"	109.985, P.O.
15	10°-03.25"	21.515, P.O.

SCHEDULE OF ARCS				
No	BEARING	DIST.	ARC	RADIUS
12	345°12'25"	9 325	9 625	41
13	100°03'00"	44 07	50 12	28 9
34	34°54'45"	9 33	9 625	41

CONNECTIONS

55M 42249 TO 55M 21294
15406.23 ~ 47105 (MGA GROUND
15406.32 ~ 47194 (BY SURVEY)
PM 56582 TO 55M 20112
12522742 ~ 144687 (BY SURVEY)
PM 21294 TO 55M 21128
1831742 ~ 65486 (BY SURVEY)



424

Surveyor: WARREN RAYMOND SAUNDERS Date of Survey: 10/08/2017 Surveyor's Ref.: II 315 05A.DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 123074
--	---

LGA: DUBBO REGIONAL
Locality: DUBBO
Subdivision No: S(96-155
Lengths are in metres Reduction Ratio 1

Registered
28.3.2018

DP1241303

Surveyor's Reference: 113151.05A.DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



28.3.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 100 IN
 DP 1230745

DP1241303

Subdivision Certificate number: 5096-155

Date of Endorsement: 8 March 2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT TO DRAIN SEWAGE 2 AND 3 WIDE AND VARIABLE WIDTH (S)
2. EASEMENT TO DRAIN WATER 2 AND 3 WIDE (T)
3. RESTRICTIONS ON THE USE OF LAND
4. RESTRICTIONS ON THE USE OF LAND
5. RESTRICTIONS ON THE USE OF LAND
6. RESTRICTIONS ON THE USE OF LAND

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
310	38	VOLTA	AVENUE	DUBBO
311	40 or 58	VOLTA HINDMARSH	AVENUE ESPLANADE	DUBBO
312	60	HINDMARSH	ESPLANADE	DUBBO
313	33	HINDMARSH	ESPLANADE	DUBBO
314	31	HINDMARSH	ESPLANADE	DUBBO
315	29	HINDMARSH	ESPLANADE	DUBBO
316	27	HINDMARSH	ESPLANADE	DUBBO
317	25	HINDMARSH	ESPLANADE	DUBBO
318	23	HINDMARSH	ESPLANADE	DUBBO
319	21	HINDMARSH	ESPLANADE	DUBBO
320	19	HINDMARSH	ESPLANADE	DUBBO
321	17	HINDMARSH	ESPLANADE	DUBBO
322	15	HINDMARSH	ESPLANADE	DUBBO
323	13	HINDMARSH	ESPLANADE	DUBBO
324	11	HINDMARSH	ESPLANADE	DUBBO
325	9	HINDMARSH	ESPLANADE	DUBBO
326	7	HINDMARSH	ESPLANADE	DUBBO

If space is insufficient use additional annexure sheet

Surveyor's Reference: 113151.05A.DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



28.3.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 100 IN
 DP 1230745

DP1241303

Subdivision Certificate number: 396 - 155

Date of Endorsement: 8 March 2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

CONTINUED FROM SHEET 2

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
327	5	HINDMARSH	ESPLANADE	DUBBO
328	3	HINDMARSH	ESPLANADE	DUBBO
329	1	HINDMARSH	ESPLANADE	DUBBO
330	38 or 40	HINDMARSH	ESPLANADE	DUBBO
331	42 or 33	HINDMARSH MORTLOCK	ESPLANADE AVENUE	DUBBO
332	44 or 16	HINDMARSH MORTLOCK	ESPLANADE AVENUE	DUBBO
333	46	HINDMARSH	ESPLANADE	DUBBO
334	48	HINDMARSH	ESPLANADE	DUBBO
335	50	HINDMARSH	ESPLANADE	DUBBO
336	52	HINDMARSH	ESPLANADE	DUBBO
337	54	HINDMARSH	ESPLANADE	DUBBO
338	56 or 43	HINDMARSH VOLTA	ESPLANADE AVENUE	DUBBO
339	ADDRESS	NOT	AVAILABLE	DUBBO

If space is insufficient use additional annexure sheet

Surveyor's Reference: 113151.05A.DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  28.3.2018

DP1241303

PLAN OF SUBDIVISION OF LOT 100 IN
DP 1230745

Subdivision Certificate number: SC96-155

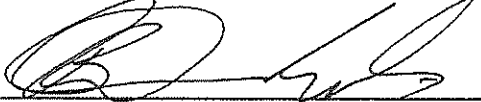
Date of Endorsement: 8 March 2018

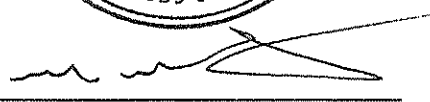
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- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
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- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

The Common Seal of the DUBBO REGIONAL)
COUNCIL was affixed on this 22nd day of)
December 2017 pursuant to a resolution of)
the Council dated 27 November 2017)



Mayor: 

General Manager: 

Name: Benjamin Shields

Name: MICHAEL McMAHON

If space is insufficient use additional annexure sheet

Surveyor's Reference: 113151.05A.DP

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
 RELEASED AND OF RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
 CREATED PURSUANT TO SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Page 1 of 7 Pages

PLAN: DP1241303

Subdivision of Lot 100 in Deposited Plan
 1230745 covered by Subdivision Certificate No.
 96/155 Dated 9 March 2018

**FULL NAME AND ADDRESS
 OF THE PROPRIETOR OF THE
 LAND**

Dubbo Regional Council
 Civic Administration Building, Church Street
 Dubbo NSW 2830

PART 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s).	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Sewage 2 and 3 wide and variable width (S)	Lots 311 to 332 inclusive, and Lot 338	Dubbo Regional Council
2	Easement to Drain Water 2 and 3 wide (T)	Lots 310 to 312 inclusive, Lots 332 to 338 inclusive	Dubbo Regional Council
3	Restrictions on the Use of Land	Lots 310 to 338 (inclusive)	Dubbo Regional Council
4	Restrictions on the Use of Land	Lots 310 to 338 (inclusive)	Every lot in the plan other than the lot burdened and Lot 339
5	Restrictions on the Use of Land	Lots 311 to 329 (inclusive)	Dubbo Regional Council
6	Restrictions on the Use of Land	Lots 313 to 329 (inclusive)	Dubbo Regional Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Page 2 of 7 Pages

PLAN: DP1241303

Subdivision of Lot 100 in Deposited Plan
1230745 covered by Subdivision Certificate No.

96/155

Dated 9 March 2018

**FULL NAME AND ADDRESS
OF THE PROPRIETOR OF THE
LAND**

Dubbo Regional Council
Civic Administration Building, Church Street
Dubbo NSW 2830

PART 2 (Terms)

**3. TERMS OF RESTRICTIONS THIRDLY REFERRED TO IN THE ABOVEMENTIONED
PLAN**

1. That no residential building shall be erected on the lot so burdened unless the footings of such building have been assessed and designed by a properly qualified geotechnical or structural engineer.
2. That no domestic water supply bore may be constructed on the lot so burdened, without the prior approval of Dubbo Regional Council.
3. That no domestic greywater effluent disposal system may be installed and discharge effluent onto the lot so burdened, without the prior approval of Dubbo Regional Council.

**4. TERMS OF RESTRICTIONS FOURTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN**

1.1 Building

- (a) Other than Lots 311, 330, 331, 332 and 338 no more than one (1) main building shall be erected or be permitted to remain on any lot.
- (b) That no main building shall be erected on any lot with external walls other than brick, stone, concrete, glass, or timber or any combination of the same. The inner framework of external walls may be constructed of timber or other materials.
- (c) Any main building erected on any of Lot 310, Lots 312 to 329 inclusive and Lots 333 to 337 inclusive;
 - (i) shall not be used for any purpose other than a single private dwelling; and
 - (ii) shall have an overall minimum floor area of not less than 150 square metres including any garage or verandah.
- (d) Where dual occupancy dwellings are constructed on Lots 311, 330, 331, 332 and 338:-

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919

Lengths are in metres

Page 3 of 7 Pages

PLAN: **DP1241303**

Subdivision of Lot 100 in Deposited Plan
1230745 covered by Subdivision Certificate No.

96/155 Dated 9 March 2018

**FULL NAME AND ADDRESS
OF THE PROPRIETOR OF THE
LAND**

Dubbo Regional Council
Civic Administration Building, Church Street
Dubbo NSW 2830

- (i) Each individual dwelling, shall have an overall minimum floor area of not less than 120 square metres including any garage or verandah.
- (e) That no garage, carport, shed or outbuilding shall be erected or permitted to remain on any lot unless:-
 - (i) It is erected after or concurrently with the erection of the main building thereon; and
 - (ii) is of a character consistent with the main building thereon.
- (f) That transportable buildings shall not be permitted to be erected or stored or kept on any lot.
- (g) That no mobile home or caravan shall be placed or permitted to remain on any lot unless it is placed or stored within a fully enclosed garage or at the rear of any main building erected thereon so that it cannot be viewed from the street.

1.2 Street Frontage

- (a) All main buildings on:
 - (i) Lot 310 must face Volta Avenue;
 - (ii) Lots 312 to 329 inclusive and Lots 333 to 337 inclusive must front Hindmarsh Esplanade;
- (b) Where dual occupancy dwellings are constructed on Lots 311 and 338, a separate dwelling is to front Volta Avenue and Hindmarsh Esplanade respectively, with a separate driveway onto each relevant street.
- (c) Where dual occupancy dwellings are constructed on Lot 330 a separate dwelling is to front Hindmarsh Esplanade to the east and Hindmarsh Esplanade to the north, with a separate driveway onto each relevant street aspect.
- (d) Where dual occupancy dwellings are constructed on Lot 331 and 332, a separate dwelling is to front Hindmarsh Esplanade and Mortlock Avenue respectively, with a separate driveway onto each relevant street.

1.3 Driveways

- (a) That driveways to main buildings constructed on any lot shall be constructed within a period of three (3) months from occupation of the main building. Each driveway constructed shall have a width of not less than 2.5 metres.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919

Lengths are in metres

Page 4 of 7 Pages

PLAN: **DP1241303** Subdivision of Lot 100 in Deposited Plan
1230745 covered by Subdivision Certificate No.
96/155 Dated 9 March 2018

**FULL NAME AND ADDRESS
OF THE PROPRIETOR OF THE
LAND**

Dubbo Regional Council
Civic Administration Building, Church Street
Dubbo NSW 2830

1.4 Roofing

- (a) That no main building shall be erected on any lot having a roof other than tiles, pre-coloured corrugated tin, pre-coloured iron or pre-coloured aluminium (excluding galvanised iron) and that no attached garage or carport, shall be erected on any lot having a roof that is constructed of a different material to the roof of the main building. All trims must be similarly finished.
- (b) That the roof of any main building and/or garage, carport, shed or outbuilding erected on each lot shall have a pitch of at least 15 degrees measured from the horizontal.

1.5 Fencing

- (a) That no fence shall be erected on any lot without the prior consent in writing of the Vendor, its successors and assigns other than purchasers on sale provided that:
 - (i) Such consent shall not be refused if such fence is erected without expense to the Vendor, its successors and assigns other than purchasers on sale, and is otherwise erected in accordance with this clause; and
 - (ii) Consent shall be deemed to have been given in respect of any fence for the time being erected which is of a construction and type referred to in this clause, and otherwise complies with this clause.
- (b) Notwithstanding (a) above, that no fence shall be erected on the street frontage of Lot 310, Lots 312 to 329 inclusive and Lots 333 to 337 inclusive.
- (c) That no fence:
 - (i) May be erected on any lot unless it is made of double-sided, pre-coloured corrugated tin, pre-coloured iron or pre-coloured aluminium (excluding galvanised iron);
 - (ii) Higher than 1.8 metres shall be erected on any lot to divide it from any adjoining land; and
 - (iii) Higher than 1.2 metres shall be erected on the street frontage of any lot between the front street alignment and the house building line.

1.6 General

- (a) That no noxious, noisome or offensive occupations or trades shall be conducted on any lot.

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Page 5 of 7 Pages

PLAN: **DP1241303** Subdivision of Lot 100 in Deposited Plan
1230745 covered by Subdivision Certificate No.
96/155 Dated 9 March 2018

**FULL NAME AND ADDRESS
OF THE PROPRIETOR OF THE
LAND**

Dubbo Regional Council
Civic Administration Building, Church Street
Dubbo NSW 2830

-
- (b) That no materials (except as required in the course of building), rubbish, old, unused or out of working order plant, motor vehicles or machinery shall be kept or stored on any lot.
- (c) That no plant, machinery or vehicles having a tare weight in excess of three (3) tonnes shall be kept or stored on any lot, or on the kerbside of any lot.
- (d) That:
- (i) no pigs, goats, fowls, ducks, geese, pigeons, bees or greyhound dogs; and
 - (ii) not more than two domestic dogs (excluding greyhounds which are not permitted) or two domestic cats or one each thereof
- shall at any time be allowed or kept on any lot.
- (e) The Vendor will be under no liability to any person, corporation or registered proprietor of any lot(s) in the said Plan should it fail for any reason whatsoever to enforce these Restrictions on the Use of Land.

5. TERMS OF RESTRICTIONS FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

No multi storey dwellings shall be constructed on Lots 311 to 329 inclusive unless all habitable rooms in the upper storey are provided with mechanical ventilation so that upper storey windows and external doors can remain closed if considered necessary to reduce internal noise to an acceptable level. Any mechanical ventilation of the upper storey noise-exposed room will be required to meet the provisions of the Building Code of Australia.

6. TERMS OF RESTRICTIONS SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The owners of the lots burdened do not have direct vehicular access over the boundary marked 'A1'- 'A2'- 'A3'- 'A4'- 'A5'- 'A6'- 'A7'- 'A8'- 'A9' across Lot 339 onto the Mitchell State Highway also known as Cobra Street.

Name of person or authority empowered to release, vary or modify the Easements firstly and secondly referred to in the plan.

Dubbo Regional Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Page 6 of 7 Pages

PLAN: DP1241303

Subdivision of Lot 100 in Deposited Plan
1230745 covered by Subdivision Certificate No.
Dated

**FULL NAME AND ADDRESS
OF THE PROPRIETOR OF THE
LAND**

Dubbo Regional Council
Civic Administration Building, Church Street
Dubbo NSW 2830

**Name of person or authority empowered to release, vary or modify the Restrictions on
the Use of Land thirdly, fifthly and sixthly referred to in the plan.**

Dubbo Regional Council

**Name of person or authority empowered to release, vary or modify the Restrictions on
the Use of Land fourthly referred to in the plan.**

Dubbo Regional Council whilst ever it is the registered proprietor of any of the lots referred to
in the said plan and thereafter the registered proprietors from time to time of each lot
benefited.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919

Lengths are in metres

Page 7 of 7 Pages

PLAN: **DP1241303**

Subdivision of Lot 100 in Deposited Plan
1230745 covered by Subdivision Certificate No.
96/105 Dated 9 March 2018

**FULL NAME AND ADDRESS
OF THE PROPRIETOR OF THE
LAND**

Dubbo Regional Council
Civic Administration Building, Church Street
Dubbo NSW 2830

The Common Seal of the DUBBO REGIONAL
COUNCIL was affixed on this 22nd day of
December 2017 pursuant to a resolution of
the Council dated 27 November 2017.





Mayor

Benjamin Shields

Print Name



General Manager

Michael McMahon

Print Name

REGISTERED



28.3.2018



OCCUPATION CERTIFICATE No. 376.1/2018

Issued Under Part 6 of the Environmental Planning and Assessment Act 1979

This certificate is issued by a certifying authority (a council or a private certifier) and allows the applicant to occupy or use the building or part of the building as set out in the certificate.

APPLICANT

Name **Nicholas Conte**

Address **60 Talbragar Street DUBBO NSW 2830**

Contact Details
Phone: **02 6885 5950**
Mobile: **0412 793 400**
email: **mike@newlet.com.au**

DETAILS OF THE DEVELOPMENT

Address of Development: **No: 54 Hindmarsh Esplanade DUBBO NSW 2830**
Lot: 337 DP: 1241303

Building Classification **1a & 10a**

Description of Development **Single Storey Dwelling with Attached Double Garage, Porch & Alfresco**

Development Consent **376/2018CDC**

SPECIFIED ASPECTS OF THE DEVELOPMENT

Decision of the Principal Certifying Authority
(Refer Schedule 1) ☐ Interim Occupation Certificate
☒ Final Occupation Certificate

Fire Safety Schedule **N/A**

Documentation Relied Upon **Schedule 2**

Notations Relating to the Development **N/A**

DATED THIS **7th day of March 2018**

SIGNED:

ACCREDITED CERTIFIER: Mr Spiro Sarantzouklis
Building Professionals Board Accreditation Number: BPB2184
For and on behalf of Pro Cert Group Pty Ltd
Building Professionals Board Accreditation Number: ABC11

SCHEDULE 1

DECISION OF PRINCIPAL CERTIFYING AUTHORITY

The Certifying Authority issuing this certificate certifies that:

Final Occupation Certificate:

- ☐ A current development consent has been granted for the development
 - ☒ A current complying development certificate has been issued for the development
 - ☐ A current construction certificate has been issued with respect to the plans and specifications for the building
 - ☒ The building is suitable for occupation or use in accordance with its classification under the National Construction Code of Australia as a Class 1a & 10a building.
 - ☐ A final fire safety certificate has been issued for the building
 - ☐ A final report from the Commissioner of Fire Brigades has been considered.
 - ☒ The design and construction of the Single Storey Dwelling with Attached Double Garage, Porch & Alfresco is considered to be not inconsistent with the development Consent, 376/2018CDC, dated 1st August 2018.
-

SCHEDULE 2

DOCUMENTS RELIED UPON

Installation Certificates	Reference No.	Revision	Date
Dowell			
Windows & Doors Glazing Compliance Certificate	69000	-	16.01.19
A1 Glass & Showers			
Showerscreen/s Glazing Compliance Certificate	-	-	07.03.19
TermiDry			
Waterproofing Certificate of Installation	00215	-	15.01.19
Adam Bleechmore			
Automatic Fire Detection & Alarm System Class 1a Buildings	-	-	10.01.19
TermiMesh			
Subterranean Termite Management Systems Certificate of Installation	04116	-	29.11.18
Betta Frame & Truss			
Panel Plan	F18-421	-	30.08.18
Truss Layout	T 18-421	-	03.09.18
Michael Letfallah			
BASIX Certificate of Compliance	-	-	05.03.19
BASIX Completion Certificate	CR- XIP9E0WW- 931235S	-	07.03.19

Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	
Description of construction as advised by builder^	
At	
Site plan number^	
Site plan type^	
Homeowner	
Carried out by	
Licence number	
Builder job number^	
Contract amount^	
Contract date^	
Premium paid	
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract	

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No:

Issued on:



Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

icare™ HBCF

Certificate No: 99
Applicant Ref: BAW:DM: 230041
Receipt No: 81256246

19/01/2023



Nelson Keane & Hemingway
PO Box 25
DUBBO NSW 2830

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

Parcel No: 61457
Property description: Lot: 337 DP: 1241303, 54 Hindmarsh Esplanade DUBBO

SECTION 10.7 (2) PRESCRIBED MATTERS UNDER SCHEDULE 2 OF THE
ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2021

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.

All communications to: **CHIEF EXECUTIVE OFFICER**

ABN 53 539 070 928

PO Box 81 Dubbo NSW 2830

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

Civic Administration Building Church St Dubbo NSW 2830

W dubbo.nsw.gov.au



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

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 R2 Low Density Residential

(1) Objectives of zone

- * To provide for the housing needs of the community within a low density residential environment.
- * To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- * To ensure development is consistent with the character of the immediate locality.
- * To encourage low density housing within a landscaped setting on the fringe of the Dubbo urban area.

(2) Permitted without consent

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

(3) Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Information and education facilities; Medical centres; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Signage; Tank-based aquaculture; Water reticulation systems.

(4) Prohibited

Advertising structures; Attached dwellings; Hostels; Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not

specified in item 2 or 3.

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.

Additional Permitted Uses:

The subject land is not identified as permitting any additional uses under Schedule 1 of the Dubbo Regional Local Environmental Plan 2022.

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.

Outstanding Biodiversity Value:

The land does not include or comprise 'outstanding biodiversity value' under the Biodiversity Conservation Act 2016

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.

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.

Complying Development:

Statement Environmental Planning Policy (Exempt and Complying Development Codes) 2008 identifies the below Codes and whether they apply to the land the subject to this Certificate.

Part 3B. Low Rise Housing Diversity 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 Buildings Code and the Container Recycling Facilities Code:

No - does not apply to the land.

Part 6. Subdivisions 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.

Part 9. Agritourism and Farm Stay Accommodation Code:

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

It is recommended that consultation of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 be undertaken to ascertain precisely the types of development that may be undertaken as complying development under the respective Codes listed above, and the development standards under the relevant Code, on the land the subject of this Certificate.

Exempt Development

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

It is recommended that consultation of Part 2 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 be undertaken to ascertain precisely the types of development that may be undertaken as exempt development, and the development standards for the exempt development type, on the land the subject of this Certificate

Affected Building Notices and Building Product Rectification Orders:

Council is not aware of any current Affected Building Notices or Building Product Rectification Orders applying to the subject land.

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.

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.

Flood Related Development Controls:

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.

Council and Other Public Authority Policies on Hazard Risk Restrictions:

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

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

The subject land is identified as 'groundwater vulnerability' according to the Natural Resource - Groundwater Vulnerability map of the Dubbo Regional Local Environmental Plan 2022, Clause 7.5. For further information, please contact Council's Development and Environment Division on (02) 6801 4000.

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).

Loose-fill Asbestos Insulation:

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

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.

Paper Subdivision Information:

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

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.

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.

Biodiversity Certified Land:

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

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.

Annual Charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works:

The subject land is not affected by the operation of Section 5 of the Coastal Management Act, 2016, or Section 496B of the Local Government Act, 1993, relating to coastal protection services.

Western Sydney Aerotropolis:

The subject land is not identified within Chapter 4 of the State Environmental Planning Policy (Precincts – Western Parkland City) 2021 as being land affected by the Western Sydney Aerotropolis.

Development Consent Conditions for 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 and Development Consent 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.

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.

An interallotment drainage line is located within this parcel of land.

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.

The subject land has available access from a dedicated public road that is maintained by Council.

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.

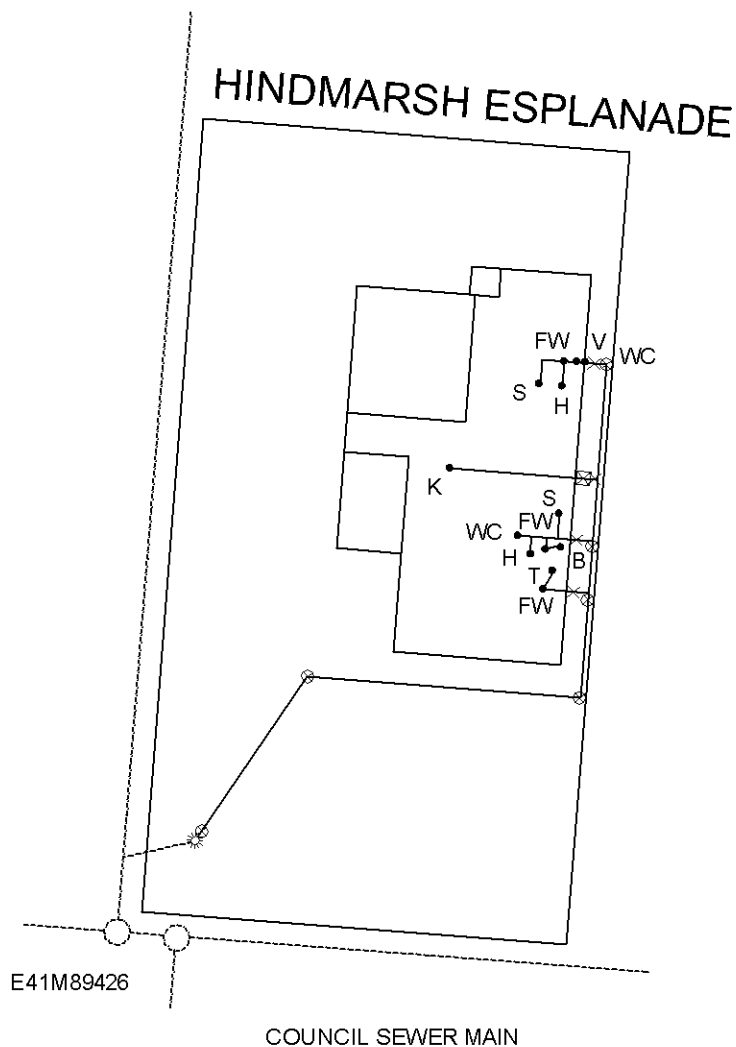
Stephen Wallace
Director Planning and Environment

PLAN OF SANITARY DRAINAGE

Parcel No. 61457 DA No. CD18/83
 Address 54 Hindmarsh Esplanade, Dubbo Lot 337 DP 1241303
 Junction About 4.0 metres from downstream manhole E41M89426 Depth 2.4 m



DUBBO
REGIONAL
COUNCIL



AAV Air Admittance Valve
 GW Glass Washer
 X Ball Joint
 ⊙ Existing Main Riser
 ☒ Yard Gully
 ○ Manhole

☼ Boundary Shaft
 ⊗ Inspection Opening
 T Tub Waste
 CS Cleaners Sink
 K Kitchen Sink
 U Urinal

GD Grated Drain
 R Reflux Valve
 WC Water Closet
 FW Floor Waste
 SP Sample Point
 H Hand Basin

WM Washing Machine
 U Urinal
 G Grease Trap
 OS Oil Separator
 IV Induct Vent
 V Educt Vent
 GW Glass Washer

S Shower
 B Bath Waste
 DW Dish Washer
 CO Clear Out
 TD Tundish
 C Cooling Pit

Connected 11/09/18 Plumber Z RENNICK
 Amended _____ Plumber _____
 Amended _____ Plumber _____

Drawn 30/11/18 AS

NOTE : COUNCIL SEWER MAIN LOCATIONS ARE INDICATIVE ONLY

PAGE 1 OF 1

SCALE 1 : 215 (A3)
 SCALE 1 : 300 (A4)

S.WALLACE
 DIRECTOR PLANNING AND ENVIRONMENT

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is NO COOLING OFF PERIOD—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

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

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

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

1.1 In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and *populate* an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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