

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Redden Family Real Estate</b> <b>3 Gilgai Court, Dubbo, NSW 2830</b>	<b>Phone: 0409 844 036</b> <b>Ref: Michael Redden</b>
co-agent		
vendor	<b>Brett Lindsay Woodman and Jennifer Anne Woodman</b> <b>55 Buninyong Road, Dubbo, NSW 2830</b>	
vendor's solicitor	<b>Orana Conveyancing</b> <b>6, 173 Darling Street, Dubbo NSW 2830</b> <b>PO Box 612, Dubbo NSW 2830</b>	<b>Phone: 02 6882 1133</b> <b>Email: jenny@oranaconveyancing.com.au</b> <b>Fax: 02 6882 1199</b> <b>Ref: JW:229463</b>
date for completion land (address, plan details and title reference)	<b>12 weeks after the contract date</b> <b>55 Buninyong Road, Dubbo, New South Wales 2830</b> <b>Registered Plan: Lot 51 Plan DP 835857</b> <b>Folio Identifier 51/835857</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: swimming pool, workshop/studio, garden shed, wood shed	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input checked="" type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: refer annexure A
exclusions	refer Annexure A
purchaser	
purchaser's solicitor	
price	
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

**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**

<b>VENDOR</b>	<b>PURCHASER</b>
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

## Choices

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 exemption, 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**  
(GST residential withholding payment)☐ NO ☐ yes (if yes, vendor must provide 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) – 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 contact 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 **GSTRW 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)
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input checked="" type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input checked="" type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to the off the plan contract</li> </ul>
<b>Home Building Act 1989</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul>	
<b>Swimming Pools Act 1992</b>	
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 28 certificate of compliance</li> <li><input checked="" type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<b>Other</b> <input type="checkbox"/> 60

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

## **Annexure A**

### **Inclusions – Other**

Pool cover & roller, robotic cleaner, manual pool cleaning equipment and pool lounges

BBQ & underbench cupboard

Fixed shelving/cupboards in garage/workshop, rear workshop/studio & garden shed

Wash trough garden bed and raised bathtub garden bed

Projector and screen in front of garage

### **Exclusions**

All signage/framed pictures/wall art in garage/workshop, rear workshop & outdoor areas

Freestanding steel shelving, cupboards and steel island bench in garage/workshop

Freestanding shelving & cupboard in rear workshop area

Large fluro lights in front garage area

Garden ornaments and pot plants

Pizza oven & stand

Pool table & dart board

## SPECIAL CONDITIONS

**These are the special conditions to the contract for the sale of land**

**BETWEEN** **Brett Lindsay Woodman and Jennifer Anne Woodman** of 55 Buninyong Road, DUBBO, New South Wales (**Vendor**)

**AND** \_\_\_\_\_ of (**Purchaser**)

## 1. Special Conditions to Prevail

In the event of any inconsistency between these Special Conditions and the printed form of Contract, these Special Conditions shall prevail to the extent of the inconsistency.

## 2. Notice to Complete

- (a) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a Notice to Complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- (b) In the event that a Notice to Complete is issued by the Vendor the Purchaser will pay on completion an amount of \$275.00 (including GST) being the Vendors legal costs in respect of the issue of such notice, the payment of which is an essential term of this contract and will be allowed by the Purchaser in favour of the Vendor as an additional adjustment on completion.

### 3. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

#### **4. Purchaser acknowledgements**

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Without excluding, modifying or restricting the Purchaser's rights pursuant to section 52(2)(b) of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2017 (NSW)* the Purchaser accepts:

- (a) The property is sold in its current condition and state of repair (including structural repair) as at the contract date and the Purchaser accepts it with all faults and latent and patent defects, and all infestations and dilapidations; and
- (b) By entering into the contract, the Purchaser acknowledges that they are purchasing the property as a result of their own inspections and inquiries and represents and warrants to the Vendor that they have satisfied themselves in relation to:
  - (i) the condition and state of repair of the property;
  - (ii) the position of any improvements on the property and whether or not those improvements comply with the Local Government Act 1993 (NSW) and the Environmental Assessment Act 1979 (NSW);
  - (iii) the area and legal boundaries of the property;
  - (iv) access to the property;
  - (v) the nature, location, availability or non-availability of the services or defects in the services;
  - (vi) whether or not the property is subject to or has the benefits of any rights or easements in respect of the services;
  - (vii) any underground or surface stormwater drain passing through or over the property or any manhole vent on the property; and
- (c) The Purchaser acknowledges and agrees that:
  - (i) The Vendor does not hold a survey report in respect to area and boundaries of the property;
  - (ii) The Vendor does not hold a building certificate in respect to the improvements on the property; and

The Purchaser cannot make a requisition or a claim for compensation or attempt to delay completion or attempt to rescind or attempt to terminate the contract for any matters covered by this clause.

#### **5. Late completion**

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- (a) In the event that completion does not take place on the nominated day for completion due to any reason other than the default of the Vendor then the purchaser shall pay to the Vendor interest on the balance of purchase price at the rate of 10% per annum calculated daily from the date nominated for completion until and including the actual day of completion.

- (b) In addition, in the event that completion does take place at the agreed nominated day for completion due to any reason other than the default of the Vendor then the Purchaser will pay on completion an additional amount of \$165.00 (including GST) being reasonable costs incurred by the Vendor as a consequence of the cancelled or re-arranged settlement, the payment of which is an essential term of this contract and will be allowed by the Purchaser in favour of the Vendor as an additional adjustment on completion.

## **6. Agent**

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The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

## **7. Whole Agreement**

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- (a) To the extent permitted by law, in relation to the subject matter, this contract:
  - (i) Embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties; and
  - (ii) Supercedes any prior written or other agreement of the parties.
- (b) Without limiting 7(a), the Vendor does not warrant or represent that any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this contract is accurate or complete.
- (c) The Purchaser acknowledges and agrees:
  - (i) This contract constitutes the whole agreement of the parties as to its subject matter;
  - (ii) This contract supersedes all prior representations, agreements, understandings, negotiations, writings, or discussions as to its subject matter; and
  - (iii) The purchaser has not relied on any representations made to it or by or on behalf of the Vendor or its agents in relation to the property and/or the use of the property.
- (d) The Purchaser represents and warrants that the Purchaser:
  - (i) Has not relied on any brochure, advertisement or other document referred to in 7(b);



- (ii) Has made its own inquiries in relation to the property;
- (iii) Does not rely on any representation, letter, documents or arrangement (whether oral or in writing) or other conduct as adding to or amending this contract;
- (iv) Is satisfied as to all information relevant to the risks, contingences and other circumstances affecting the purchase of the property; and
- (v) Is satisfied as to the need for and the existence or validity of any development or other approval for the property.

#### **8. Smoke alarms**

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The property has smoke alarms installed.

#### **9. Deposit bond**

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- a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

#### **10. Exchange on less than 10% deposit**

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Notwithstanding any other provision of this contract, if the deposit paid by the Purchaser on or before the contract date in accordance with the provisions of clause 2 (Initial Deposit) is less than ten percent (10%) of the price, then the amount of the deposit that may be kept or recovered by the Vendor under clause 9 shall be deemed to be ten percent (10%) of the price.

The difference, if any, between the Initial Deposit and ten percent (10%) deposit of the price (Balance Deposit) will be payable by the Purchaser to the Vendor on the earlier to occur of:

- (a) The date of completion;
- (b) Default by the purchaser entitling the vendor to keep or recover the deposit.

If the Purchaser fails to pay the balance deposit to the Vendor pursuant to this clause, the Vendor is entitled to sue the Purchaser for the Balance Deposit as a liquidated debt in addition to any other remedies available to the Vendor.

#### **11. Electronic Signatures**

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- (a) The Parties agree to accept the signatures by either party which are done way by facsimile, photocopy or any other form of Electronic Signature for the purposes of exchange of Contracts;
- (b) The Parties agree that they shall not make any requisition, objection, claim or delay completion due to the manner of execution of this Contract as referred to in special condition 9(a);
- (c) For the purposes of the Electronic Transactions Act 1999 (Cth) and the Electronic Transactions Act 2000 (NSW) each Party consents to receiving and receiving the Contract electronically.
- (d) The parties agree that the original signatures will be provided to the other party in due course prior to completion.

#### **12. Requisitions on Title**

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The purchaser acknowledges that the Requisitions on Title which follow are deemed to be the requisitions raised by the purchaser pursuant to clause 5.1. No other requisitions shall be made by the purchaser unless permitted by clauses 5.2 or 5.3.

#### **13. Land tax Certificate**

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The vendor will upon exchange of contracts provide the purchasers or their legal representative with a current Section 47 Certificate.

#### **14. Electronic Settlement**

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- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.

- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Settlement takes place when the financial settlements takes place.
- (e) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (f) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be reestablished the next working day, the parties must settle in the usual non-electronic manner as soon as possible but no later than three (3) working days after the initial electronic failure unless otherwise agreed.

Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this Contract relating to service of notices.

#### **15. Disclosure of unapproved works for statutory warranty**

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The Vendor discloses to the Purchaser that works have been carried out at the property without the approval of the responsible council. The Purchaser acknowledges they are aware of the existence of the works and that the council has not approved them. The Purchaser warrants to the Vendor that the Purchaser would have entered into this contract even if there were a matter in relation to the works that would justify the making of any upgrading or demolition order in respect of the works by the council. The purchaser agrees that they cannot make any objection, requisition or claim for compensation nor have any right of rescission or termination by reason only of the facts disclosed in this provision.

The 'works' means: rear carport off garage/workshop, pergola on southern side of dwelling, rear workshop/studio.

#### **16. Survey plan & Building Information Certificate**

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Attached hereto is a plan of Survey dated 9 January 2023 and Building Information Certificate by Dubbo Regional Council dated 30 January 2023. The purchaser shall not make any requisition, objection or claim for compensation nor have any right of rescission in relation to any matters disclosed therein.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

BETWEEN Brett Lindsay Woodman & Jennifer Anne Woodman

(Vendor)

AND

(Purchaser)

PROPERTY: 55 Buninyong Road, Dubbo

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### **Possession & Tenancies**

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### **Title**

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

### **Adjustments**

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

### **Survey & Building**

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
  - (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
- 17. If a swimming pool is included in the property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

### **Affectations**

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

### **Capacity**

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

### **Requisitions & Transfer**

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Has the vendor installed roof insulation in the property under the Government Insulation Program? If so:
  - (a) When was the work completed?
  - (b) Which company carried out the work?
  - (c) Has a safety inspection been carried out? If so, please provide the appropriate certificate.
- 28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

29. The purchaser reserves the right to make further requisitions prior to completion.  
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

**PPSR**

31. Where the vendor is an individual or are individuals, please supply date of birth for the purpose of undertaking PPSR Searches.

**Solar Panels**

32. (a) Are solar panels on the property?  
(b) Are they subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged before completion or title transferred unencumbered to the vendor prior to completion.  
(c) Are they in working order?

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

Equifax - hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900. Note: Information contained in this document is provided by Equifax, ABN 26 000 602 862, <http://www.equifax.com.au/> an approved NSW Information Broker.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 51/835857

SEARCH DATE	TIME	EDITION NO	DATE
7/1/2023	6:21 PM	10	2/12/2022

LAND

LOT 51 IN DEPOSITED PLAN 835857  
AT DUBBO  
LOCAL GOVERNMENT AREA DUBBO REGIONAL  
PARISH OF DUBBO COUNTY OF LINCOLN  
TITLE DIAGRAM DP835857

FIRST SCHEDULE

BRETT LINDSAY WOODMAN  
JENNIFER ANNE WOODMAN  
AS JOINT TENANTS (T 3952062)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP719620 RESTRICTION(S) ON THE USE OF LAND
- 3 DP835857 RESTRICTION(S) ON THE USE OF LAND
- 4 DP835857 EASEMENT TO DRAIN SEWAGE 2 WIDE AND VARIABLE  
AFFECTING THE PART'S SHOWN SO BURDENED IN
- 5 U450056 COVENANT
- 6 AS686682 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

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





SECTION 88B INSTRUMENT

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT,  
1919.

Lengths are in metres.

Sheet 2 of 8 Sheets.

Plan: DP 835857

Subdivision of Lot 47 in D.P.  
826187 covered by Dubbo City  
Council's Clerk's Certificate No.  
**SA93-032** dated 10-12-1993

PART 1 (CONTINUED)

3. Identity of Restriction      Restriction on the use of land  
Thirdly Referred to in  
Abovementioned Plan:

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

Lots 47 - 53 inclusive  
Every other lot in the said Plan  
other than the lot burdened

4. Identity of Easement  
Fourthly Referred to in  
Abovementioned Plan:      Easement for water supply 2 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Authority Benefited

Lots 49 and 50  
The Council of the City of Dubbo

5. Identity of Easement  
Fifthly Referred to in  
Abovementioned Plan:      Easement to drain water variable  
width ("X")

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Authority Benefited

Lots 48, 49 and 54  
The Council of the City of Dubbo

SECTION 88B INSTRUMENT

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT,  
1919.

Lengths are in metres.

Sheet 1 of 8 Sheets

Plan:

**DP 835857**

Subdivision of Lot 47 in D.P.  
826187 covered by Dubbo City  
Council's Clerk's Certificate  
No. **SA93-032** dated 10-12-1993

Full Name and Address  
of the Proprietor of the  
Land:

PONTIL PTY. LIMITED A.C.N.  
001 393 139 of Jannali Road,  
Dubbo.

PART 1

1. Identity of Restriction  
Firstly Referred to in  
Abovementioned Plan:      Restriction on the use of land  
(A, B)

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Authority Benefited

Lots 47 - 54 inclusive  
The Council of the City of Dubbo

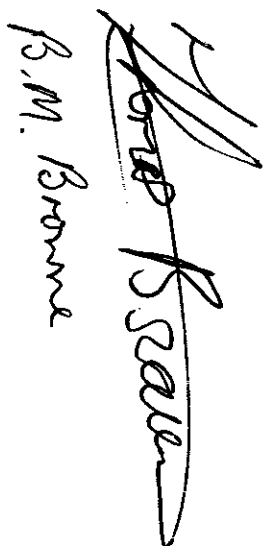
2. Identity of Easement  
Secondly Referred to in  
Abovementioned Plan:      Easement to drain sewage 2 wide  
and variable

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Authority Benefited

Lots 48, 49, 51, 52, 53  
and 54  
The Council of the City of  
Dubbo

  
B.M. Browne

SECTION 88B INSTRUMENT

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT,  
1919.

Lengths are in metres.

Sheet 3 of 8 Sheets.

Plan: DP 835857

Subdivision of Lot 47 in D.P. 826187  
covered by Dubbo City Council's  
Clerk's Certificate No. SA 93-032  
dated 10-12-1993

PART 2

Terms of Restriction on the Use of the Land Firstly Referred to  
in Above-mentioned Plan:

1. (a) As to the areas marked "A" in Lots 47, 48, 49 and 54  
that no fence shall be constructed between any part  
having a frontage to a public road with the said area  
marked "A" between any such public road and the further  
most boundary of the area marked "A" therefrom within  
each lot burdened.

(b) As to the areas marked "B" that no building which may be  
used or capable of being used for residential purposes  
shall be constructed within the area marked "B" as is  
within each lot burdened.

2. Terms of Restrictions Thirdly Referred to in Above-mentioned  
Plan.

(a) No more than one main building shall be erected on any lot  
hereby burdened and such main building shall be erected with  
new materials only and shall have a minimum aggregate  
enclosed external floor area of not less than 120 m<sup>2</sup> and  
shall not be erected within 5 metres of the boundary of any  
adjoining lot.

(b) No garage, outbuilding or structure shall be erected on any  
lot hereby burdened otherwise than concurrently with or after  
the erection of such main building and such garage,  
outbuilding or structure shall not exceed the permissible  
size approved by the Dubbo City Council and shall be  
constructed of new materials of the same type as used in the  
main building.

(c) That no walls of such main building erected on any lot shall  
be of any material other than brick, brick veneer, stone,  
glass, timber, fibrolite or asbestos cement or any  
combination thereof provided that no buildings shall be

SECTION 88B INSTRUMENT

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT,  
1919.

Lengths are in metres.

Sheet 4 of 8 Sheets.

Plan: DP 835857

Subdivision of Lot 47 in D.P. 826187  
covered by Dubbo City Council's  
Clerk's Certificate No. SA 93-032  
dated 10-12-1993

PART 2 (CONTINUED)

constructed wholly or substantially from fibrolite or  
aluminium or otherwise from prefabricated or "kit" made  
materials and provided that asbestos cement shall not be used  
except as infill panels in conjunction with all or any other  
materials hereinbefore specified and the proportion of  
asbestos cement so used in relation to the total external  
wall area shall not exceed ten (10) per centum thereof.

(d) That no roof of any main building erected on the lot shall  
not be constructed of corrugated tin or iron (excluding  
precoloured tin or iron or aluminium).

(e) That the registered proprietor for the time being shall not  
at any time bring upon or permit to remain upon any lot any  
caravan, erected tent or other living unit of any kind  
whatsoever other than such main building hereinbefore  
specified except that one caravan may be stored on any lot  
after completion of the main residential building.

(f) That no main building erected on any lot shall at any time  
hereafter be used for any purpose other than a single private  
dwelling house.

(g) That the registered proprietor for the time being shall not  
permit the external walls of any building erected on the lot  
to remain unpainted for a period longer than two (2) months  
after the date of completion of the building and such  
restrictions shall be deemed to extend to uncoiled timber.  
This Clause shall not apply to walls of brick, stone or  
coloured masonry.

(h) That no main building shall be erected or permitted to remain  
on any lot until or unless such main building shall be  
connected to sewerage mains if available and if not available  
to a septic system approved by Dubbo City Council.

(i) That no sanitary conveniences shall be erected on any lot  
unless attached to and forming part of the main building

SECTION 88B INSTRUMENT

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT,  
1919.

Lengths are in metres.

Sheet 6 of 8 Sheets

Plan: DP 835857

Subdivision of Lot 47 in D.P. 826187  
covered by Dubbo City Council's  
Clerk's Certificate No. SA 93-032  
dated 10-12-1993

PART 2 (CONTINUED)

Rails 2 each 85mm x 85mm on the angle on top,  
timber.

75mm x 50mm on the angle bottom, of timber.

TYPE 3 - Height one (1) metre.

Posts 100mm x 100mm spaced 2.25 apart of timber.

Rail 1 each 82mm x 82mm on the angle to timber  
with 2 strands of wire below rail.

TYPE 4 - Height one (1) metre.

Posts 150mm diameter spaced 2.25m apart of round  
timber.

Rails 2 each 100mm diameter of round timber.

(m) That no pigs, goats, ducks, geese or greyhounds shall at any  
time be allowed or kept on any lot provided that any  
registered proprietor shall be entitled to maintain two (2)  
dogs as pets.

(n) That no dairy, brickyard, tannery, poultry farm, piggery,  
commercial or other kennels, quarry or any other noxious,  
noisome or offensive occupation trade or business shall be  
carried out on any lot.

(o) That no registered proprietor shall maintain or keep any  
other animals on any lot unless same shall be kept and  
maintained in accordance with the requirements of any  
Statute, Regulation, Ordinance of any competent authority and  
in particular in accordance with the requirements and with  
the approval of the Council of the City of Dubbo or such  
other appropriate Local Government Authority as may be  
required from time to time.

SECTION 88B INSTRUMENT

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT,  
1919.

Lengths are in metres.

Sheet 5 of 8 Sheets.

Plan: DP 835857

Subdivision of Lot 47 in D.P. 826187  
covered by Dubbo City Council's  
Clerk's Certificate No. SA 93-032  
dated 10-12-1993

PART 2 (CONTINUED)

erected thereon to the intent that no such sanitary  
conveniences shall be allowed to stand alone on the said lot.

(j) That the registered proprietor for the time being shall not  
erect or cause or permit to be erected or to remain upon any  
lot any advertisement hoarding sign or similar structure or  
permit the said land or any building erected thereon to be  
used for the display of any advertisement sign or notice  
excepting such as may relate solely to the selling of the  
said lot and such permitted sign shall not exceed one (1)  
metre by one (1) metre in size.

(k) No water tank of any description exceeding 4,000 litres  
capacity shall be constructed above ground level.

(l) That no fence shall be erected upon any lot without the  
consent of Pontil Pty. Limited but such consent shall not be  
withheld if such fence is erected without cost to Pontil Pty.  
Limited and in favour of any person dealing with the  
registered proprietor for the time being such consent shall  
be deemed to have been given in respect of every fence for  
the time being erected provided that any side boundary fence  
shall be ringlock at least one (1) metre in height and any  
front fence shall be constructed out of one of the following  
types of materials:-

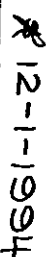
TYPE 1 - Height one (1) metre

Posts 100mm x 100mm spaced 2.25m apart of timber.

Rails 3 each 100mm x 75mm in timber.

TYPE 2 - Height one (1) metre

Posts 100mm x 100mm spaced 2.25m apart of timber.






PLAN FORM 3 To be used in conjunction with Plan Form 2

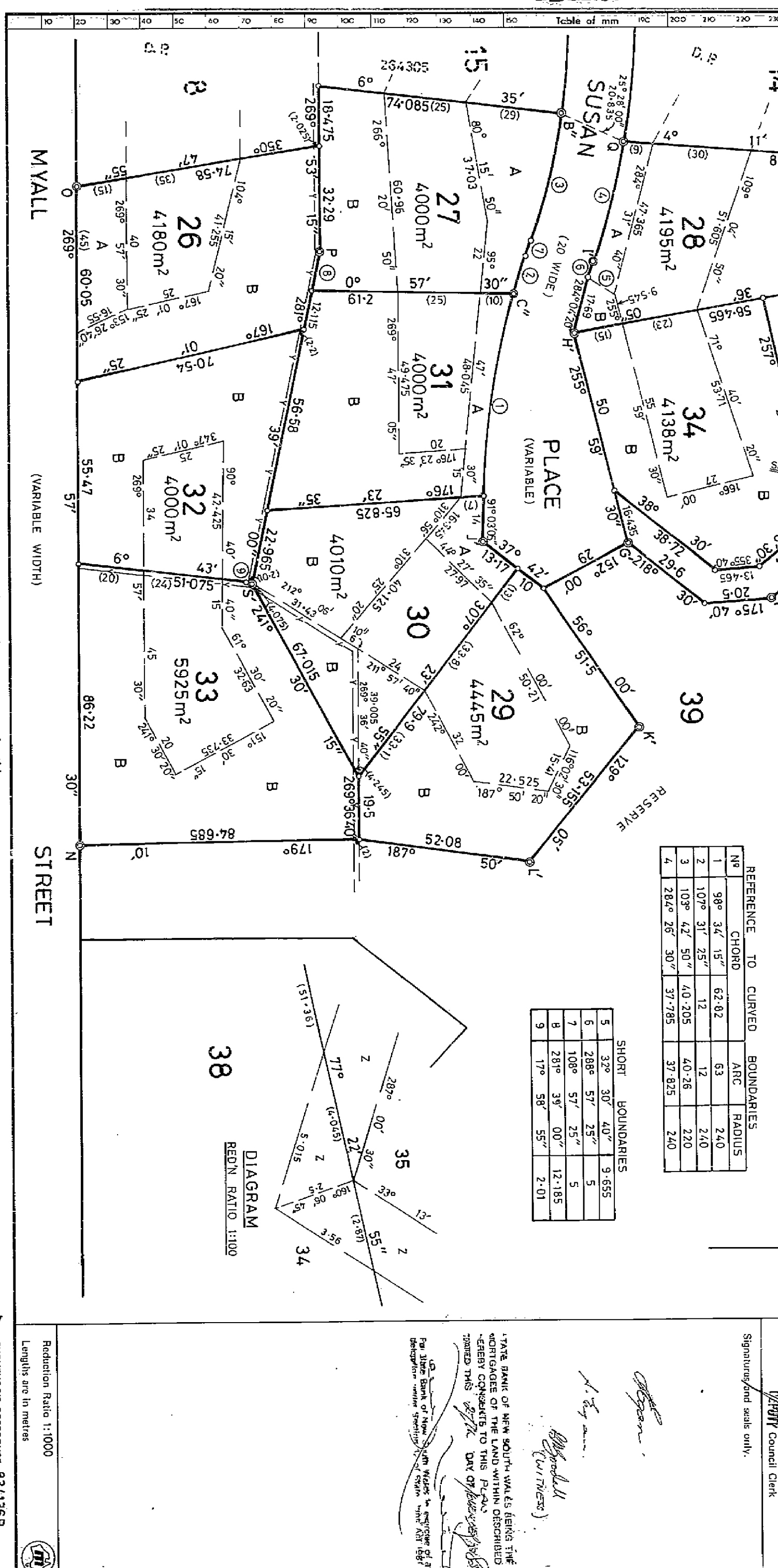
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

\* OFFICE USE ONLY

CSD 710620	
Registered:	 8-1-1986
This is sheet 2 of my plan in 3 sheets dated 1-5-1985	
<i>L. McIlroy</i> Surveyor registered under Surveyors Act 1928.	
This is sheet 2 of the plan of 3 sheets covered by my Certificate No. 82-25 of	
<i>McIlroy</i> City Council Clerk	
Signatures and scale only.	

REFERENCE AND PERMANENT MARKS	REFERENCE TO CURVED BOUNDARIES	SHORT BOUNDARIES
N 359° 57' 00" G. I. PIPE 1	1 98° 34' 15" 62.82 63 240	5 32° 30' 40" 9.655
O 300° 53' 20" G. I. ROD 1	2 107° 31' 25" 12 240	6 288° 57' 25" 5
P 101° 39' 00" G. I. PIPE 1	3 103° 42' 50" 40.205 40.26 220	7 108° 57' 25" 5
Q 4° 11' 30" CONC. BLOCK 0.5	4 282° 26' 30" 37.785 37.825 240	8 281° 39' 00" 12.185
S 86° 45' 00" G. I. PIPE 1		9 17° 58' 55" 2.01
T 238° 43' 00" G. I. PIPE 1		
U 231° 05' 00" G. I. PIPE 0.5		
V 345° 59' 00" CONC. BLOCK 0.5		
W 345° 59' 00" CONC. BLOCK 0.5		
X 18° 57' 00" CONC. BLOCK 0.5		
Y 181° 05' 00" G. I. PIPE 1		
Z 236° 00' 00" G. I. PIPE 1		
AA 182° 50' 00" G. I. PIPE 1-12		
AB 182° 39' 00" G. I. PIPE 1		
AC 186° 35' 00" G. I. PIPE 1		
AD 180° 57' 30" G. I. PIPE 1		

W- EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH  
V- EASEMENT TO DRAIN SEWAGE 2 WIDE  
U- EASEMENT TO DRAIN SEWAGE 2 WIDE  
T- EASEMENT TO DRAIN SEWAGE 2 WIDE  
S- EASEMENT TO DRAIN SEWAGE 2 WIDE  
R- RESTRICTION AS TO USER



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 9th January, 1986





PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

\* OFFICE USE ONLY

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

\* OFFICE USE ONLY

DP 719620

Registered: 8-1-1986

This is sheet 3 of my plan in 3 sheets dated 1-5-1985

Surveyor registered under Surveyors Act 1929.

This is sheet 3 of my plan of 3 sheets covered by my Certificate No. 2855-25 of

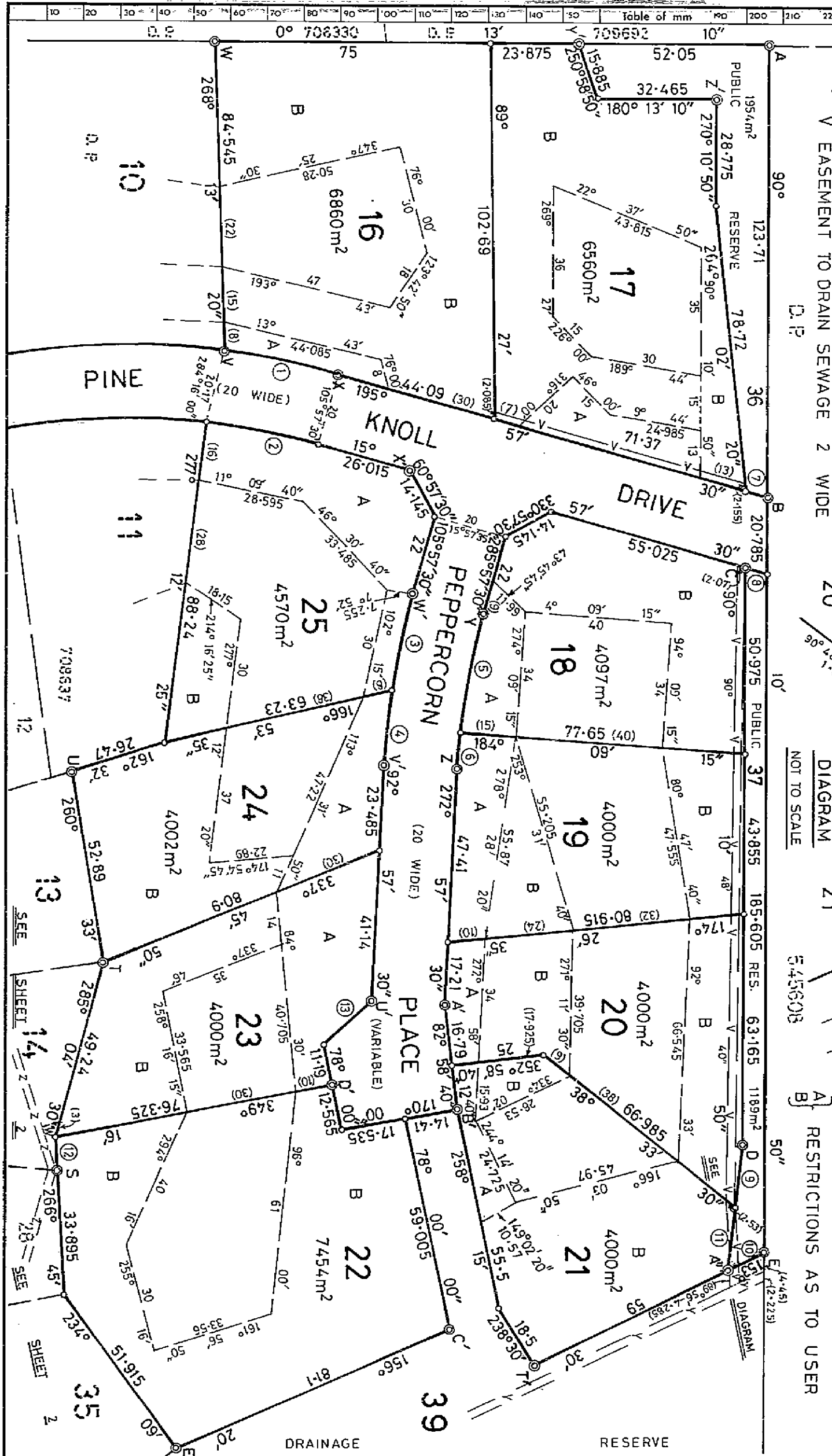
Signatures and seals only.

DEPUTY Council Clerk

REDUCTION RATIO 1:1000

Lengths are in metres

SURVEYOR'S REFERENCE: 83/1368



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER

INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

MEASUREMENTS ARE IN METRES

SHEET 1 OF 8 SHEETS

PLAN: DP719620

FULL NAME AND ADDRESS OF THE  
REGISTERED PROPRIETORS OF THE  
LAND:

Subdivision of Certificate of Title  
Folio Identifier 16/708637 covered by  
Dubbo City Council Clerk's Certificate No.  
SR 85-25  
Keith Stanley Thomas Egan of Dubbo, New  
South Wales, Company Director and Sylvia  
Annie Ada Egan of the same place, his wife.

1. IDENTITY OF RESTRICTION  
FIRSTLY REFERRED TO IN  
ABOVEMENTIONED PLAN:

SCHEDULE OF LOTS, ETC. AFFECTED

Restriction as to user.

LOTS BURDENED

lots 16 to 35  
inclusive and lot 38

LOTS OR AUTHORITY BENEFITED

The Council of the City of Dubbo  
and each of the lots in the said  
plan other than the lot burdened

2. IDENTITY OF EASEMENT  
SECONDLY REFERRED TO IN  
ABOVEMENTIONED PLAN:

SCHEDULE OF LOTS, ETC. AFFECTED

LOTS BURDENED

lots 17, 18, 19,  
20, 21, 26, 28,  
30, 32, 33, 34,  
35, 37, 38, 39

LOTS OR AUTHORITY BENEFITED

The Council of the City of Dubbo

3. IDENTITY OF EASEMENT  
THIRDLY REFERRED TO IN  
ABOVEMENTIONED PLAN:

SCHEDULE OF LOTS, ETC. AFFECTED

LOTS BURDENED

Lot 38

LOTS OR AUTHORITY BENEFITED

The Council of the City of Dubbo

Easement to drain water variable width

1. TERMS OF RESTRICTION  
FIRSTLY REFERRED TO IN  
ABOVEMENTIONED PLAN:

PART 2

1. As to the areas marked "A" in lots  
16, 17, 18, 19, 20, 21, 23, 24, 25,  
26, 27, 28, 30 and 31 as follows:-

(a) That no fence shall be constructed  
between any part having a frontage  
to a public road and/or a public  
reserve with the said area marked  
"A" between any such public road  
or public reserve and the  
furthestmost boundary of the area  
marked "A" therefrom within each  
lot burdened.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER

INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

MEASUREMENTS ARE IN METRES

SHEET 3 OF 8 SHEETS

PLAN: DP719620

1. TERMS OF RESTRICTION  
FIRSTLY REFERRED TO IN  
ABOVEMENTIONED PLAN

PART 2

Subdivision of Certificate of Title  
Folio Identifier 16/708637 covered by  
Dubbo City Council Clerk's Certificate  
No. SR 85-25

required if such materials  
consist of brick, brick veneer,  
stone, glass, timber, fibrolite  
or asbestos cement or any  
combination thereof provided that  
no buildings shall be constructed  
wholly or substantially from  
fibrolite or aluminium or  
otherwise from prefabricated of  
'kit' made materials and provided  
that asbestos cement shall not be  
used except as infill panels in  
conjunction with all or any other  
materials hereinafore specified  
and the proportion of asbestos  
cement so used in relation to the  
total external wall area shall  
not exceed ten (10) per centum  
thereof without the approval of  
Keith Stanley Thomas Egan and  
Sylvia Annie Ada Egan.

(d) That any roof of any such main  
building erected on the lot shall  
not be constructed of corrugated  
tin or iron (excluding  
precoloured tin or iron or  
aluminium) unless the written  
consent of Keith Stanley Thomas  
Egan and Sylvia Annie Ada Egan is  
obtained beforehand.

(e) That the registered proprietor  
for the time being shall not at  
any time bring upon or permit  
to remain upon any lot any  
caravan, erected tent or other  
living unit of any kind  
whatsoever other than such main  
building hereinafore specified  
except that any caravan may be  
stored on any lot after  
completion of the main  
residential building.

(f) That no main building erected  
on any lot shall at any time  
hereafter be used for any purpose  
other than a private dwelling  
house.

AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 18th October, 1989



1



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER

INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

MEASUREMENTS ARE IN METRES

SHEET 2 OF 8 SHEETS

PLAN: D.P. 719620

PART 2  
Subdivision of Certificate of Title  
Folio Identifier 16/708637 covered by  
Dubbo City Council Clerk's Certificate  
No. SA 85-25

1. TERMS OF RESTRICTION  
FIRSTLY REFERRED TO IN  
ABOVEMENTIONED PLAN

(b) That no buildings or structure  
of any nature shall be  
constructed within the said  
areas.

2. As to the areas marked "B" in each  
lot burdened as follows:-

(a) That no building which may be  
used or capable of being used  
for residential purposes shall  
be constructed within the area  
marked "B" as is within each lot  
burdened.

3. As to each lot generally other than  
lot 38 as follows:-

(a) No more than one main building  
shall be erected on any lot  
hereby burdened and such main  
building shall be erected with  
new materials only and shall have  
a minimum aggregate enclosed  
external floor area of not less  
than 120m<sup>2</sup> and shall not be  
erected within any of the areas  
marked "A" or "B" in any lot  
burdened nor within 5 metres of  
the boundary of any adjoining  
lot.

(b) No garage, outbuildings or  
structure shall be erected on  
any lot hereby burdened otherwise  
than concurrently with or after  
the erection of such main  
building and such garage,  
outbuilding or structure shall  
not exceed the permissible size  
approved by the Dubbo City  
Council and shall be constructed  
of new materials of the same type  
as used in the main building.

(c) That no walls of such main  
building erected on any lot shall  
be of any material other than  
such materials as shall be  
approved by Keith Stanley Thomas  
Egan and Sylvia Anne Ada Egan  
but such approval shall not be

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER

INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

MEASUREMENTS ARE IN METRES

SHEET 4 OF 8 SHEETS

PLAN: D.P. 719620

PART 2  
Subdivision of Certificate of Title  
Folio Identifier 16/708637 covered by  
Dubbo City Council Clerk's Certificate  
No. SA 85-25

1. TERMS OF RESTRICTION  
FIRSTLY REFERRED TO IN  
ABOVEMENTIONED PLAN

(g) That the registered proprietor  
for the time being shall not  
permit the external walls of any  
building erected on any lot to  
remain unpainted for a period  
longer than two (2) months after  
the date of completion of the  
building and such restrictions  
shall be deemed to extend to  
unpainted timber. This clause  
shall not apply to walls of  
brick, stone or coloured  
masonry.

(h) That no main building shall be  
erected or permitted to remain  
on any lot until or unless such  
main building shall be connected  
to sewerage mains if available  
and if not available to a septic  
system approved by Dubbo City  
Council.

(i) That no sanitary conveniences  
shall be erected on any lot  
unless attached to and forming  
part of the main building erected  
thereon to the intent that no  
such sanitary conveniences shall  
be allowed to stand alone on the  
said lot.

(j) That the registered proprietor  
for the time being shall not  
erect or cause or permit to be  
erected or to remain upon any  
lot any advertisement hoarding  
sign or similar structure or  
permit the said land or any  
building erected thereon to be  
used for the display of any  
advertisement sign or notice  
excepting such as may relate  
solely to the selling of the said  
lot and such permitted sign shall  
not exceed one (1) metre by one  
(1) metre in size provided that  
the foregoing restriction shall  
be deemed not to apply to the  
display of a doctor's or  
dentist's nameplate or light.

AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 18th October, 1989



2

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER

INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

MEASUREMENTS ARE IN METRES

SHEET 5 OF 8 SHEETS

PLAN: DP719620

1. TERMS OF RESTRICTION  
FIRSTLY REFERRED TO IN  
ABOVEMENTIONED PLAN

PART 2

Subdivision of Certificate of Title  
Folio Identifier 16/708637 covered by  
Dubbo City Council Clerk's Certificate  
No. SR 85-25

(k) No trees on any lot hereby sold shall be cut down lopped or damaged without the consent of Keith Stanley Thomas Egan and Sylvia Annie Ada Egan whilst ever they remain the registered proprietors of any of the lots benefited and the Council of the City of Dubbo.

(l) No water tank of any description exceeding 4000 litres capacity shall be constructed above ground level.

(m) That no fence shall be erected upon any lot without the consent of Keith Stanley Thomas Egan and Sylvia Annie Ada Egan but such consent shall not be withheld if such fence is erected without cost to Keith Stanley Thomas Egan and Sylvia Annie Ada Egan and in favour of every person dealing with the registered proprietor for the time being such consent shall be deemed to have been given in respect of every fence for the time being erected provided that no such fence shall be erected within the areas marked "A" in any lot as aforesaid and that any side boundary fence shall be of five (5) plain wires with timber posts and start droppers except along the boundaries of the areas marked "B" which shall be ringlock at least one (1) metre in height and any front fence shall be constructed out of one of the following types of materials:

Type 1 - Height one (1) metre  
Posts 100mm x 100mm  
spaced 2.25m apart of  
timber  
Rails 3 each 100mm x  
75mm in timber

*dp 719620*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER

INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

MEASUREMENTS ARE IN METRES

SHEET 7 OF 8 SHEETS

PLAN: DP719620

1. TERMS OF RESTRICTION  
FIRSTLY REFERRED TO IN  
ABOVEMENTIONED PLAN

PART 2

Subdivision of Certificate of Title  
Folio Identifier 16/708637 covered by  
Dubbo City Council Clerk's Certificate  
No. SR 85-25

authority and in particular in accordance with the requirements and with the approval of the Council of the City of Dubbo of such other appropriate local Government Authority as may be required from time to time.

(q) That no horses stables shall be erected on any lot unless same shall be constructed out of brick and posts or other fencing materials of timber be painted and kept painted and unless constructed in accordance with plans and specifications approved by the Council of the City of Dubbo or such other responsible local Government Authority as may be required from time to time.

(r) 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.

(s) That no plant, machinery or vehicles (excluding personal caravans) having a tare weight in excess of two (2) tone shall be kept or stored on any lot except as may be required to maintain any garden or cultivated area in any lot.

*dp 719620*

AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 18th October, 1989



3

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER

INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

MEASUREMENTS ARE IN METRES

SHEET 6 OF 8 SHEETS

PLAN: DP 719620

PART 2

Subdivision of Certificate of Title  
Folio Identifier 16/708637 covered by  
Dubbo City Council Clerk's Certificate  
No. SR 85-25

1. TERMS OF RESTRICTION  
FIRSTLY REFERRED TO IN  
ABOVEMENTIONED PLAN

Type 2 - Height one (1) metre  
Posts 100mm x 100mm  
spaced 2.25m apart of  
timber

Rails 2 each 85mm x  
85mm on the angle on  
top, timber

75mm x 50mm on the angle  
bottom, of timber

Type 3 - Height one (1) metre  
Posts 100mm x 100mm  
spaced 2.25m apart of  
timber

Rail 1 each 82mm x 82mm  
on the angle to timber  
With 2 strands of wire  
below rail

Type 4 - Height one (1) metre  
Posts 150mm diameter  
spaced 2.25m apart of  
round timber  
Rails 2 each 100mm  
diameter of round timber

(n) That no pigs, goats, ducks, geese  
or greyhound shall at any time  
be allowed or kept on any lot  
provided that any registered  
proprietor shall be entitled to  
maintain two (2) dogs as pets.

(o) That no dairy, brickyard,  
tannery, poultry farm, pigery,  
commercial or other kennels,  
quarry or any other noxious,  
noisesome or offensive occupation  
trade or business shall be  
carried out on any lot.

(p) That no registered proprietor  
shall maintain or keep any other  
animals on any lot unless same  
shall be kept and maintained in  
accordance with the requirements  
of any Statute, Regulation,  
Ordinance of any competent

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER

INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

MEASUREMENTS ARE IN METRES

SHEET 8 OF 8 SHEETS

DP 719620

PART 2

4. As to the whole of lot 38 as  
follows:-

(a) No dwelling shall be erected  
thereon until the said lot has  
been subdivided in accordance  
with Interim Development Order  
No. 38.

(b) No transfer of the ownership  
of lot 38 shall occur unless  
the transferees have executed  
agreements with the Council of  
the City of Dubbo containing  
the same terms and conditions  
as those which exist in the  
agreements dated 22 January 1981  
and 15 July 1982 between Keith  
Stanley Thomas Egan and Sylvia  
Annie Ada Egan of the one part  
and the Council of the City of  
Dubbo of the other part.

The Council of the City of Dubbo  
and Keith Stanley Thomas Egan  
and Sylvia Annie Ada Egan whilst  
ever they remain the Registered  
Proprietors of any of the lands  
herein referred to and thereafter  
the Registered Proprietors of  
various lots with the Council  
of the City of Dubbo.

NAME OF PERSONS EMPOWERED TO RELEASE  
VARY OR MODIFY RESTRICTION FIRSTLY  
REFERRED TO AND EASEMENT THIRDLY  
REFERRED TO

PLAN:

Subdivision of Certificate of Title  
Folio Identifier 16/708637 covered by  
Dubbo City Council Clerk's Certificate  
No. SR 85-25

SIGNED by the said KEITH )  
STANLEY THOMAS EGAN and )  
SYLVIA ANNIE ADA EGAN )

in the presence of:-

INSTRUMENT SETTING OUT INTERESTS CREATED  
PURSUANT TO SECTION 88B, CONVEYANCING ACT,

1919, LCLG.U.W.H.

719620

8-1-1986

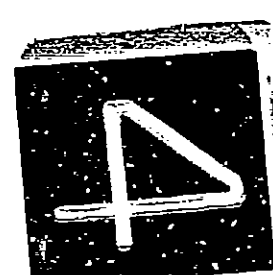
STATE BANK OF NEW SOUTH WALES BEING THE  
MORTGAGEE OF THE LAND WITHIN DESCRIBED  
HEREBY CONSENTS TO THIS INSTRUMENT.  
DATED THIS 27th DAY OF November 1985.

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

AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 18th October, 1989



97-01T



# TRANSFER

Real Property Act, 1900



U  
450056 G

①

Office of

00'24

E0/6Z766E008 70 E0ZZ 769071

## (A) LAND TRANSFERRED

Show no more than 20 References to Title.  
If appropriate, specify the share transferred.

Folio Identifier 51/835857

## (B) LODGED BY

L.T.O. Box

Name, Address or DX and Telephone

205

ANZ.

REFERENCE (max. 15 characters):

## (C) TRANSFEROR

PONTIL PTY. LTD., Jannali Road, Dubbo

(D) acknowledges receipt of the consideration of FORTY NINE THOUSAND DOLLARS (\$49,000.00)

and as regards the land specified above transfers to the Transferee an estate in fee simple

(E) subject to the following ENCUMBRANCES 1. 2. 3.

## (F) TRANSFEE

T

LINDON RUSSELL EDWARDS and PAMELA JOY EDWARDS,  
Lot 20, Durraween Lane, Dubbo

TENANCY: as joint tenants

## (G)

And the Transferees covenant with the Transferor as set out in the annexure hereto.

(H) We certify this dealing correct for the purposes of the Real Property Act, 1900. DATED 5-7-94

Signed in my presence by the Transferor who is personally known to me.

THE COMMON SEAL OF PONTIL PTY. LTD.

Signature of Witness

WAS HEREUNTO AFFIXED IN THE PRESENCE

Name of Witness (BLOCK LETTERS)

OF:

Address of Witness

Director

Director/Secretary/Authorised Officer

Signed in my presence by the Transferee who is personally known to

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

(A. L. KING)  
Signature of Transferee

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE AVAILABLE FROM THE LAND TITLES OFFICE

CHECKED BY (office use only)

NO5V

ON CV(✓)

19/1


F1UM  
U 450056


The Transferees covenant with the Transferor that during the ownership or holding of any adjoining land owned by or vested in the Vendor, its successors or assigns other than Purchasers on sale, no fence shall be erected on the lot hereby transferred to divide the same from such adjoining land without the consent of the Vendor but such consent shall not be withheld if such fence is erected without cost to the Vendor, its successors and assigns other than Purchasers on sale and in favour of any person dealing with the registered proprietor from time to time of the lot hereby transferred such consent shall be deemed to have been given in respect of every fence for the time being erected.

The benefit of the foregoing restriction is appurtenant to Lots 52 and 54 in D.P. 835857.

The land which is the subject of the foregoing restriction is the lot hereby transferred.

The person having the right to release, vary or modify the foregoing restriction is Pontil Pty. Ltd. and no persons's consent is required.

  
(R. L. Kono)  
(Solicitor for  
(Transferee)

  
B. M. Branne.

Certificate No: 3362  
Applicant Ref: 229463 Woodman  
Receipt No:

22/12/2022

Orana Conveyancing  
PO Box 612  
DUBBO NSW 2830



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

Parcel No: 17933  
Property description: Lot: 51 DP: 835857, 55 Buninyong Road 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.

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

All communications to: **CHIEF EXECUTIVE OFFICER**

**ABN 53 539 070 928**

PO Box 81 Dubbo NSW 2830

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

Civic Administration Building Church St Dubbo NSW 2830

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



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

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

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

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

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

Draft Local Environmental Planning Instrument:

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

Development Control Plan (DCP):

Dubbo Development Control Plan 2013, applies to the subject land.

The subject land is zoned:

Zone 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.

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.

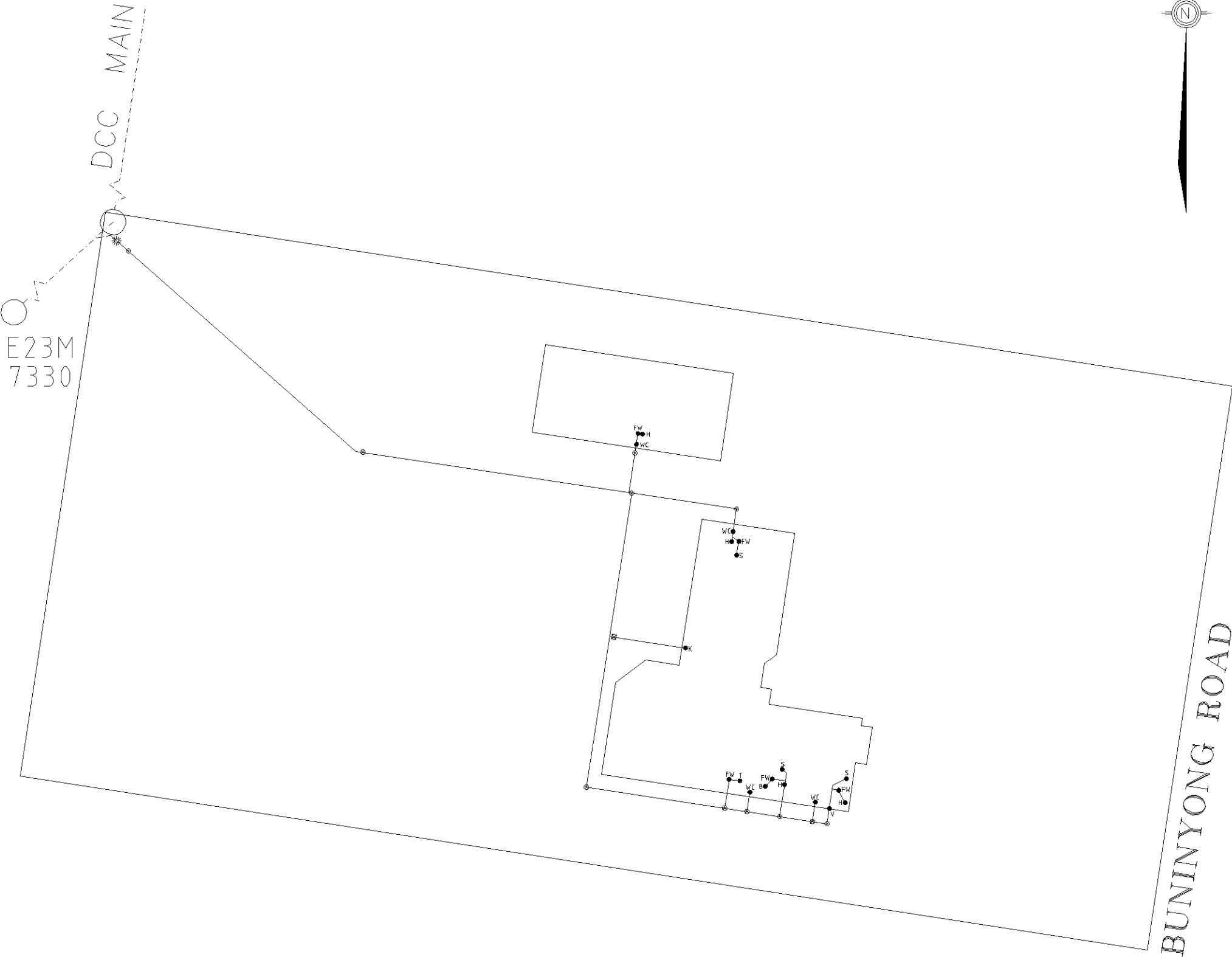
Stephen Wallace  
Director Planning and Environment

THE COUNCIL OF THE CITY OF DUBBO  
PLAN OF SANITARY DRAINAGE



Parcel No. 17933 Property No. 410.980  
Lot 51 DP 835857 DA No. 1120/2000  
Address BUNINYONG ROAD Owner/s BL & JA WOODMAN  
Junction About 97 metres from downstream manhole E23M7330 Depth 1.13 metres

NOTE : RAIN, SURFACE WATER OR TANK OVERFLOW MUST NOT BE CONNECTED TO COUNCIL'S SEWER



SCALE 1:500

REFERENCE

- |                      |                 |               |                 |
|----------------------|-----------------|---------------|-----------------|
| ☒ Yard Gully         | R Reflux Valve  | U Urinal      | H Hand Basin    |
| ○ Manhole            | C Cleaners Sink | S Shower      | FW Floor Waste  |
| ☼ Boundary Shaft     | K Kitchen Sink  | B Bath Waste  | T Tub Waste     |
| ⊗ Inspection Opening | V Educt Vent    | G Grease Trap | WC Water Closet |

Connected 12/1 /01 Plumber B CROWLEY

Amended \_\_\_\_\_ Amended \_\_\_\_\_

Drawn 21/12/01 DSH

D.A. HERD  
DIRECTOR ENVIRONMENTAL SERVICES

## **NSW SWIMMING POOL REGISTER**

### **Certificate of Registration**

#### **Section 30C - Swimming Pools Act 1992**

<b>Pool No:</b>	<b>50baa544</b>
<b>Property Address:</b>	<b>55 BUNINYONG ROAD DUBBO</b>
<b>Date of Registration:</b>	<b>15 September 2013</b>
<b>Type of Pool:</b>	<b>An outdoor pool that is not portable or inflatable</b>
<b>Description of Pool:</b>	<b>in ground</b>

**The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.**

**The issue of this certificate does not negate the need for regular maintenance of the pool.**

**Please remember:**

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

**You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.**

**This is NOT a Certificate of Compliance**



## **NSW SWIMMING POOL REGISTER**

### **Certificate of Compliance**

#### **Section 22D - Swimming Pools Act 1992**

<b>Pool No:</b>	<b>50baa544</b>
<b>Property Address:</b>	<b>55 BUNINYONG ROAD DUBBO</b>
<b>Expiry Date:</b>	<b>22 December 2025</b>
<b>Issuing Authority:</b>	<b>Dubbo Regional Council</b>

**Complied with AS1926.1 (2012).**

**The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.**

**This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.**

**The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.**

**Please remember:**

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

D2001-896 Part 1  
Parcel 17933  
AWOR:BB

22 December 2022

Mrs J A Woodman  
55 Buninyong Road  
DUBBO NSW 2830



jenny@oranaconveyancing.com.au

## Swimming Pool Compliance Certificate

Section 22D Swimming Pools Act, 1992

This Certificate relates to the swimming pool enclosure including the internal isolation barrier fencing, gates and resuscitation sign.

<b>Swimming pool description:</b>	Inground, outdoor swimming pool
<b>Identification of land:</b>	Lot: 51 DP: 835857, 55 Buninyong Road DUBBO
<b>Application No:</b>	15-2001-896
<b>Pool registration No:</b>	50baa544
<b>Inspection date:</b>	22 December 2022

Dubbo Regional Council certifies that:

- At the date of issue of this Certificate the subject swimming pool was registered under Part 3A of the Act.
- This Certificate is issued pursuant to clause 31 of the Swimming Pools Regulation, 2018 on the basis that the subject pool complied with the requirements of Part 2 of the Swimming Pools Regulation, 1998 at the date of inspection.

Note: A Compliance Certificate remains valid for a period of three (3) years from the date of issue but ceases to be valid if a direction is issued under section 23 of the Act in respect of the swimming pool to which the Certificate relates.

Helen Eyre  
Manager Environmental Compliance

22 December 2022  
Date of authorisation of issue



All communications to: **CHIEF EXECUTIVE OFFICER**

**ABN 53 539 070 928**

PO Box 81 Dubbo NSW 2830

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

Civic Administration Building Church St Dubbo NSW 2830

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



30-2023-2  
Parcel 17933  
MWR:JF

Your ref: BIC-13311

30 January 2023

Mrs J A Woodman  
55 Buninyong Road  
DUBBO NSW 2830



## BUILDING INFORMATION CERTIFICATE

Section 6.23, Environmental Planning and Assessment Act, 1979

Council certifies that in relation to the building or part of the building identified below:

- (a) There is no matter discernible by the exercise of reasonable care and skill that would entitle the Council, under the Environmental Planning and Assessment Act, 1979 or the Local Government Act, 1993:
- (i) To order the building to be demolished, altered, added to or rebuilt; or
  - (ii) To take proceedings for an order or injunction requiring the building to be demolished, altered, added to or rebuilt; or
  - (iii) To take proceedings in relation to any encroachment by the building onto land vested in or under the control of the Council; or
- (b) There is such a matter but, in the circumstances, the Council does not propose to make any such order or take any such proceedings.

(See Notes overleaf)

### Identification of Building

Address:	55 Buninyong Road DUBBO
Legal description:	Lot: 51 DP: 835857
District, town or village:	Dubbo

### Building Particulars

Building description:	B/V Dwelling with attached verandahs, metal/brick shed, metal carport and attached awnings
	Freestanding metal shed with attached awning
Certificate relates to:	Whole of the above buildings
Description of part (if applicable):	N/A

**Date of inspection of building (or part):** 30 January 2023

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



Schedule

The following written information was used by the Council in deciding to issue this Certificate:

- The Survey and Surveyor's Report prepared by Western Survey Pty Ltd dated 9 January 2023 (Ref: 22-201 ); and
- Dubbo Regional Council building and development records: D2000-1120 and D2008-475.

*Darryll Quigley*

Manager Building and Development Services

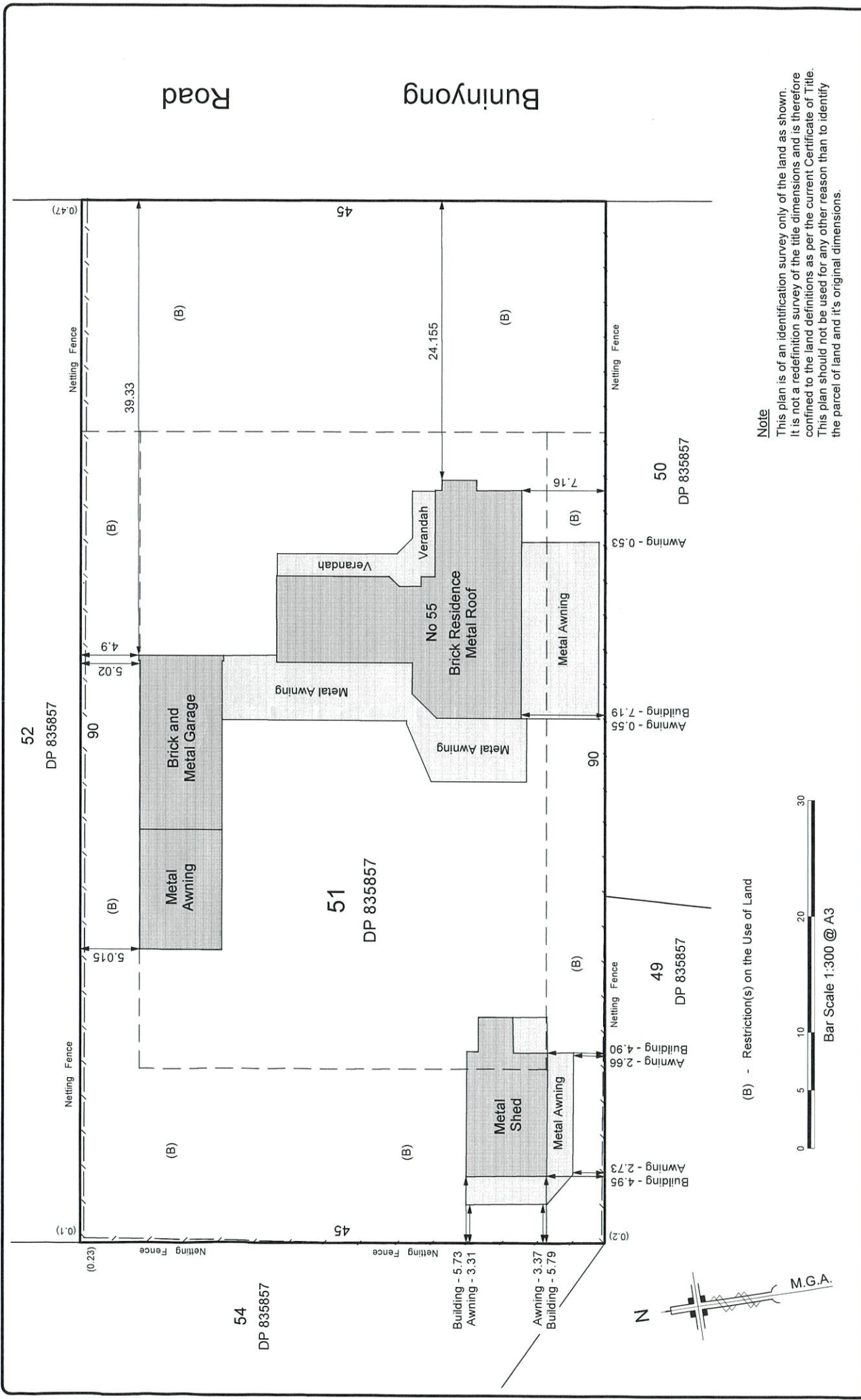
Per:



Fee: \$250.00	Receipt: 81252968
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NOTES:

1. This Certificate operates to prevent the Council:
  - (a) from making an order (or taking proceedings for the making of an order or injunction) under this Act or the Local Government Act 1993 requiring the building to be repaired, demolished, altered, added to or rebuilt, and
  - (b) from taking civil proceedings in relation to any encroachment by the building onto land vested in or under the control of the council,
 in relation to matters existing or occurring before the date of issue of the certificate.
2. This Certificate operates to prevent the Council for a period of seven (7) years from the date of its issue:
  - (a) from making an order (or taking proceedings for the making of an order or injunction) under this Act or the Local Government Act 1993 requiring the building to be repaired, demolished, altered, added to or rebuilt, and
  - (b) from taking civil proceedings in relation to any encroachment by the building onto land vested in or under the control of the council,
 in relation to matters arising only from the deterioration of the building as a result solely of fair wear and tear.
3. This Certificate does not operate to prevent the Council:
  - (a) from making a development control order that is a fire safety order or a building product rectification order (within the meaning of the Building Products (Safety) Act 2017); and
4. An order or proceeding that is made or taken in contravention of section 6.25 is of no effect.
5. This Certificate does not certify or imply a warranty to the effect that the subject building was erected in accordance with any building/development consent or certificate issued by Council; or complies with the Local Government Act, 1993 and/or Environmental Planning and Assessment Act, 1979 and Regulations thereunder.



**Note**

This plan is of an identification survey only of the land as shown. It is not a redefinition survey of the title dimensions and is therefore confined to the land definitions as per the current Certificate of Title. This plan should not be used for any other reason than to identify the parcel of land and its original dimensions.



**Western Survey Pty Ltd**  
ABN 43 625 410 620  
37 White Street, Dubbo NSW 2830  
0499 080 997  
www.westernsurvey.com.au

**Jenny & Brett Woodman**  
Plan showing buildings and awnings over  
Lot 51 in DP 835857 - 55 Buninyong Road, Dubbo

Date9.01.2023Job Number22\_201Drawing Number01RevisionA

Revisions	
Rev.	Date
A	9.01.23
	Original Issue

Datum: N/A  
R.L.: N/A

Scale 1:300 @ A3  
All distances are in metres

Surved By: A. Tiliza  
Date of Survey: 22nd December 2022  
Survey File: 22\_201 - 221222



**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:**  

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