

# 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: Scott Redden</b>
co-agent		
vendor	<b>Danny Joseph Ryan</b> <b>8 Whylandra St, 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:DL:239643</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>55 Lincoln Parkway Dr, Dubbo, New South Wales 2830</b> <b>Registered Plan: Lot 2031 Plan DP 1248934</b> <b>Folio Identifier 2031/1248934</b>	(clause 15)
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input 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 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 type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: rain water tank and pump, ducted reverse cycle air-conditioning, TV Brackets
exclusions:	<b>SECURITY CAMERAS</b>
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 checked="" type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input 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 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 checked="" type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input checked="" 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>
<p><b>Home Building Act 1989</b></p> <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> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input 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>	<p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>

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

## **SPECIAL CONDITIONS**

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

**BETWEEN**     **Danny Joseph Ryan** of 8 Whylandra St, DUBBO, New South Wales (**Vendor**)

**AND**             of (**Purchaser**)

### **1. Special Conditions to Prevail**

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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**

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- (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**

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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 11(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. Settlement Adjustments Figures**

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- (a) If completion is to occur other than at the date provided by the Contract, the Purchaser's solicitor must provide settlement adjustment figures to the Vendor's solicitor no later than three (3) days prior to completion. The parties agree that three (3) business days is a reasonable time to provide settlement adjustment figures.
- (b) Should an error occur in the adjustments to be made on completion pursuant to Clause 14 of the Contract then notwithstanding Clause 14.2 the parties obligations under Clause 14 shall not merge on completion.

#### **16. Covid-19 Virus**

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For the benefit of both parties, should either party:

- (a) Contract the Covid-19 virus;
- (b) be placed in isolation in the property;
- (c) directed to self-isolate in the property; or
- (d) need to care for an immediate member of their household or family in the property who is directly affected by matters (a)-(c) above, then the parties agree that the following provisions shall apply:
  - (i) The other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.

- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- (iii) Completion shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
- (v) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

(e) Neither party shall be liable to the other party for any loss caused by any failure to settle by the completion date due to legal or financial representatives being placed in a position where advice or provision of services is unavailable or delayed due to the covid-19 pandemic. The parties will agree on a new settlement date to effect settlement as soon as practicable, time being of the essence.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

BETWEEN Danny Joseph Ryan

(Vendor)

AND

(Purchaser)

PROPERTY: 55 Lincoln Parkway Dr, 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 outgoing 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?

Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2031/1248934

SEARCH DATE	TIME	EDITION NO	DATE
13/4/2023	1:31 PM	2	11/12/2019

LAND

LOT 2031 IN DEPOSITED PLAN 1248934  
AT DUBBO  
LOCAL GOVERNMENT AREA DUBBO REGIONAL  
PARISH OF DUBBO COUNTY OF GORDON  
TITLE DIAGRAM DP1248934

FIRST SCHEDULE

DANNY JOSEPH RYAN (T AP755298)

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 M693127 COVENANT
- 3 DP814788 RESTRICTION(S) ON THE USE OF LAND
- 4 DP814788 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP814788 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP814788 EASEMENT FOR WATER SUPPLY 4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP814788 EASEMENT FOR WATER SUPPLY 5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1248934 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 9 DP1248934 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 10 DP1248934 EASEMENT TO DRAIN SEWAGE 2, 3 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 AP755299 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

269571:Ryan 239643

PRINTED ON 13/4/2023

Provided on 13/04/2023 01:31 PM by CITEC Confirm

\* 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.

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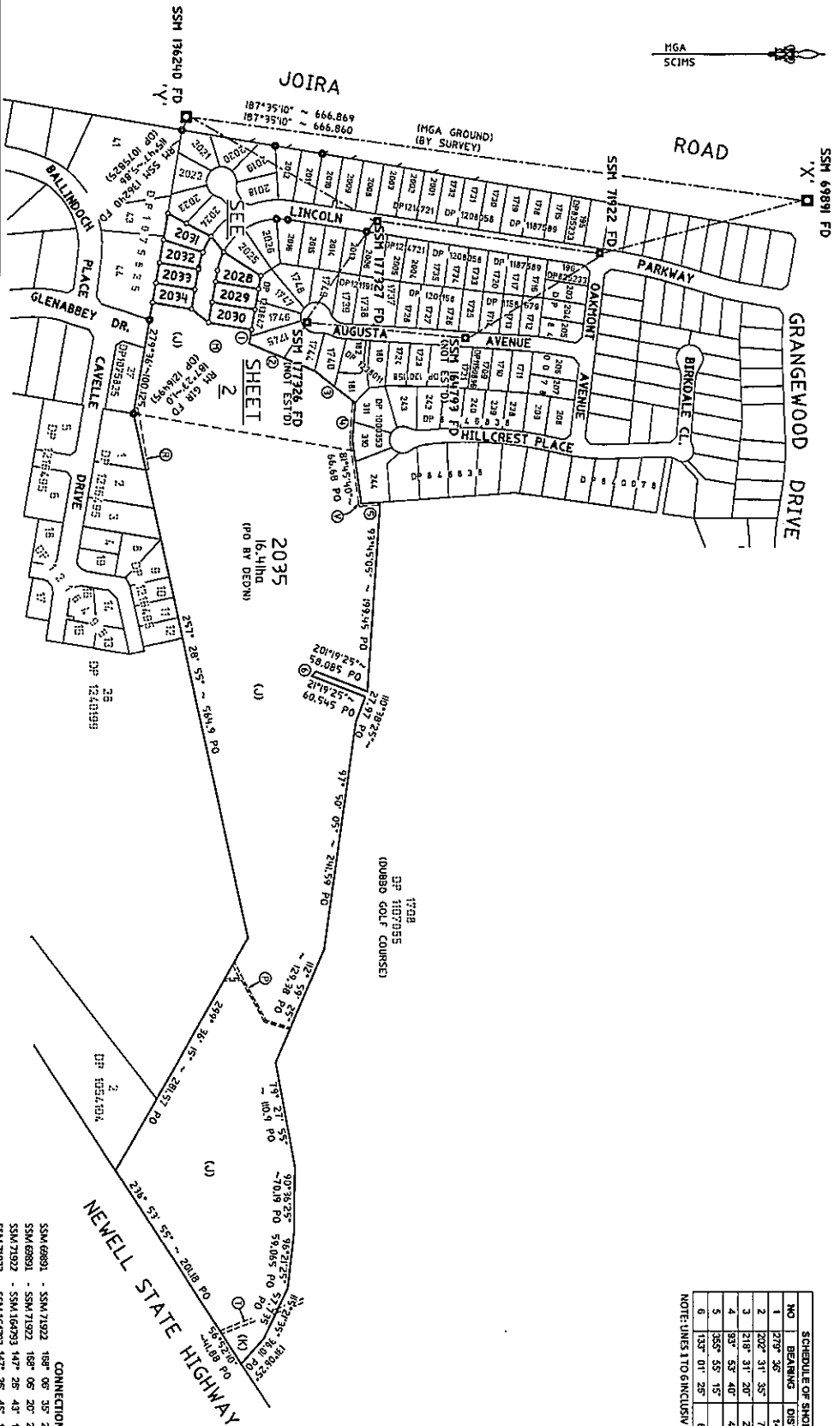


PLAN FORM 2 (A/P1248934)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan

Sheet 1 of 2 sheets



SCHEDULE OF SHORT LINES AND ANGLES				
NO	BEARING	DISTANCE	ARC	RADIUS
1	270° 36'	14.875	-	-
2	202° 31' 35"	14.82	-	-
3	218° 31' 20"	26.88	-	-
4	35° 53' 40"	40.03	-	-
5	355° 55' 15"	20	-	-
6	133° 01' 25"	6.46	8.465	40

NOTE: LINES 1 TO 6 INCLUSIVE ARE PO

COORDINATE SCHEDULE				
MARK	EASTING	NORTHING	CLASS	METHOD
SS 138240	64762.940	642851.940	C	FROM SCANS
SS 164703	64764.704	642854.195	D	FROM SCANS
SS 177326	64764.492	642878.181	D	FROM SCANS
SS 177327	64764.421	642882.547	D	FROM SCANS
SS 68891	64763.871	6428912.682	B	2
SS 17822	64767.838	642900.289	B	2

- DATE OF SCANS COORDINATES: 14NOV2018  
MGA ZONE: 55  
MGA DATUM: 55  
COMBINED SCALE FACTOR: 0.9998185
- ② - EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (WIDE DP 122616)  
③ - EASEMENT TO DRAIN SEWAGE 2 WIDE (WIDE DP 1000953)  
④ - COVENANT H69322  
⑤ - EASEMENT TO DRAIN SEWAGE 2 & 3 WIDE (WIDE DP 112093)  
⑥ - EASEMENT FOR WATER SUPPLY 4 WIDE (WIDE DP 112093)  
(A) - LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS-SEE MEMORANDUM 570000A  
(K) - LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS-SEE MEMORANDUM 570000A

CONNECTIONS				
SSM 68891	- SSM 17822	188° 06' 35"	227.515	MGA GROUND
SSM 68891	- SSM 17822	188° 06' 26"	227.509	BY SVT
SSM 17822	- SSM 164703	147° 25' 43"	161.457	MGA GROUND
SSM 17822	- SSM 164703	147° 25' 43"	161.457	BY SVT
SSM 17822	- SSM 177327	188° 45' 30"	240.555	MGA GROUND
SSM 17822	- SSM 177327	188° 45' 30"	240.555	BY SVT
SSM 177327	- SSM 177326	121° 32' 30"	123.661	MGA GROUND
SSM 177327	- SSM 177326	121° 32' 30"	123.661	BY SVT
SSM 164703	- SSM 177326	183° 29' 37"	171.385	MGA GROUND
SSM 164703	- SSM 177326	183° 29' 37"	171.385	BY SVT
SSM 177326	- SSM 138240	288° 09' 48"	248.788	MGA GROUND
SSM 177326	- SSM 138240	288° 09' 48"	248.788	BY SVT
SSM 138240	- SSM 177327	28° 05' 56"	233.425	MGA GROUND
SSM 138240	- SSM 177327	28° 05' 56"	233.425	BY SVT

Surveyor: CHARLES ROBERT HIGGS  
Date of Survey: 15/11/2018  
Surveyor's Ref: 19024.200.DP

PLAN OF SUBDIVISION OF LOT 2027 IN  
DP 1248934

LGA: DUBBO REGIONAL  
Locality: DUBBO  
Subdivision No: 1993-114  
Lengths are in metres. Reduction Ratio 1:3000

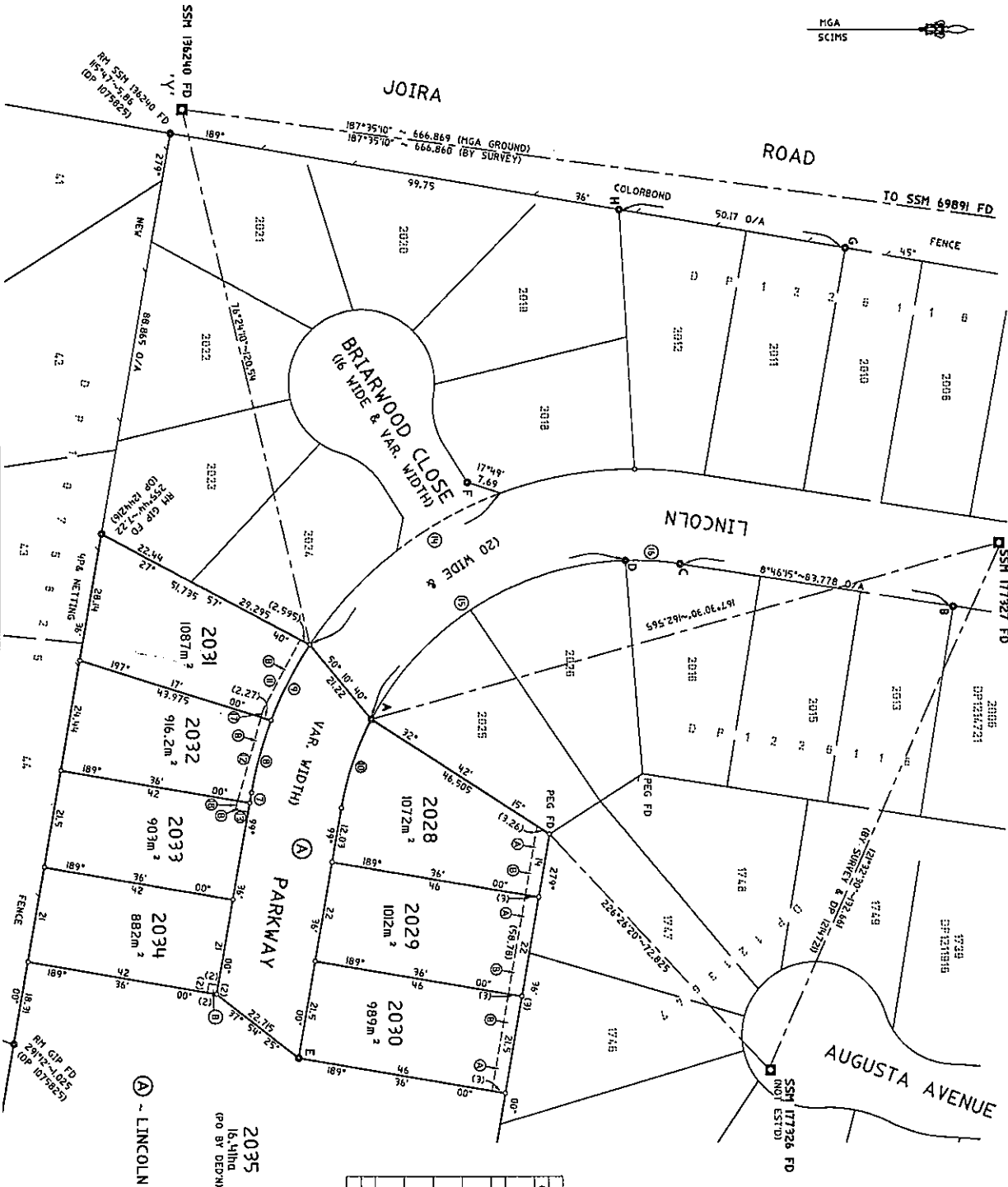
Registered  
05.03.2019

DP1248934

PLAN FORM 2 (AP24884)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 2 sheets



SCHEDULE OF SHORT LINES AND ARCS				
NO	BEARING	DISTANCE	ARC	RADIUS
7	89° 36' 00"	2.25	-	-
8	105° 07' 40"	16.317	16.402	55
9	115° 35' 50"	18.554	18.601	55
10	108° 39' 40"	20.474	20.559	55
11	115° 47' 30"	17.44	-	-
12	105° 25' 40"	18.98	-	-
13	105° 25' 40"	2.8	-	-
14	141° 26' 30"	53.325	54.74	55
15	147° 57' 30"	65.455	66.895	55
16	3° 28' 55"	11.883	12	55
17	105° 25' 40"	1.585	-	-
18	105° 25' 40"	2.01	-	-

SCHEDULE OF REFERENCE MARKS				
CNR	BEARING	DISTANCE	DESCRIPTION	ORIGIN
A	36° 15'	4.02	DRHW FD	DP 124216
B	48° 06'	15.825	DRHW FD	DP 124216
C	121° 17' 30"	15.305	SSM 177327 FD	DP 124216
D	58° 18' 30"	4.59	DRHW FD	DP 124216
E	58° 52' 50"	15.025	DRHW FD	DP 124216
F	97° 45' 40"	4.665	DRHW FD	DP 124216
G	97° 26' 30"	14.955	DRHW FD	DP 124216
H	48° 22'	6.05	DRHW	PLACED
I	22° 05'	15.41	DRHW	DP 124216
J	341° 57' 15"	4.075	DRHW FD	DP 124216
K	332° 12' 10"	11.945	DRHW FD	DP 124216
L	104° 13'	1.695	GRF FD	DP 124216
M	99° 36' 50"	1.25	GRF FD	DP 124216

102030405060708090100110120130140150160170180190200


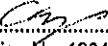
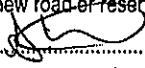
Surveyor: CHARLES ROBERT HIGGS  
Date of Survey: 15/11/2018  
Surveyor's Ref: 19024.200.DP

PLAN OF SUBDIVISION OF LOT 2027 IN  
DP 1244216

LGA: DUBBO REGIONAL  
Locality: DUBBO  
Subdivision No: 1993-JLH

Registered  
05.03.2019

DP1248934

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)	
<p>Registered:  05.03.2019</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p><b>DP1248934</b></p>		<p>Office Use Only</p>	
<p><b>PLAN OF SUBDIVISION OF LOT 2027 IN DP 1244216</b></p>		<p>LGA: DUBBO REGIONAL</p> <p>Locality: DUBBO</p> <p>Parish: DUBBO</p> <p>County: GORDON</p>			
<p><b>Survey Certificate</b></p> <p>I, CHARLES ROBERT HIGGS            of GEOLYSE PTY LTD PO BOX 1842 DUBBO 2830            a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on ....., of</p> <p>*(b) The part of the land shown in the plan excluding part of LOT 2035 was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on 15 November 2018, the part not surveyed was compiled in accordance with that Regulation. or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' ~ 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 30/4/18</p> <p>Surveyor Identification No: 1304</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>			
		<p><b>Subdivision Certificate</b></p> <p>I, <u>Stephen Wallace</u>            Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  .....</p> <p>Accreditation number: <u>N.A.</u> .....</p> <p>Consent Authority: DUBBO REGIONAL COUNCIL .....</p> <p>Date of endorsement: <u>15.2.19</u> .....</p> <p>Subdivision Certificate number: <u>SC93-114-117</u> .....</p> <p>File number: <u>093-114</u> .....</p> <p>*Strike through if inapplicable.</p>			
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1226116</p> <p>DP 1075825</p> <p>DP 1213647</p> <p>DP 1244216</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF LINCOLN PARKWAY VARIABLE WIDTH (1,559m<sup>2</sup>) TO THE PUBLIC AS PUBLIC ROAD.</p>			
<p>Surveyor's Reference: 190124.20D.DP</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>			

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheet(s)

Office Use Only  
Registered:  05.03.2019

Office Use Only

**PLAN OF SUBDIVISION OF LOT 2027 IN  
DP 1244216**

**DP1248934**

Subdivision Certificate number: SC93-114 Pt 17  
Date of Endorsement: 15.2.19

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


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

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


1. RESTRICTIONS ON THE USE OF LAND
2. RESTRICTIONS ON THE USE OF LAND
3. EASEMENT TO DRAIN WATER 3 WIDE (A)
4. EASEMENT TO DRAIN SEWAGE 2 AND 3 WIDE AND VARIABLE WIDTH (B)

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
2028	48	LINCOLN	PARKWAY	DUBBO
2029	50	LINCOLN	PARKWAY	DUBBO
2030	52	LINCOLN	PARKWAY	DUBBO
2031	55	LINCOLN	PARKWAY	DUBBO
2032	57	LINCOLN	PARKWAY	DUBBO
2323	59	LINCOLN	PARKWAY	DUBBO
2034	61	LINCOLN	PARKWAY	DUBBO
2035	ADDRESS	NOT	KNOWN	

Executed by **GRANGEWOOD PTY LIMITED** ACN 050 064 705 by its attorney **KANE BARDEN OLNEY** pursuant to Power of Attorney registered Book 4617 No. 239 in the presence of:

  
Kane Barden Olney

Witness Signature

  
**MATTHEW THORNE**

Name of Witness

161R BURRAWAY ROAD DUBBO  
Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 190124.20D.DP

ePlan

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

(Sheet 1 of 5)

Plan

**DP1248934**

Plan of Subdivision of Lot 2027 in Deposited  
Plan 1244216 covered by Subdivision Certificate  
No. 93-114 Pt 17

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

Grangewood Pty Limited  
ACN 050 064 705  
1 Grangewood Avenue, Tallwoods Village  
Hallidays Point NSW 2430

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s).	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Restrictions on the Use of Land	Lots 2028 to 2034 (inclusive)	Every other lot in the said plan except Lot 2035
2	Restrictions on the Use of Land	Lots 2028 to 2034 (inclusive)	Every other lot in the said plan except Lot 2035
3	Easement to Drain Water 3 wide (A)	Lots 2028, 2029 and 2030	Dubbo Regional Council
4	Easement to Drain Sewage 2 and 3 wide and variable width (B)	Lots 2028 to 2034 (inclusive)	Dubbo Regional Council

**Part 2 (Terms)**

**1. TERMS OF RESTRICTIONS FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

- (a) That no more than one main building (a shed or garage is not a main building for the purposes of these restrictions) shall be erected or permitted to remain on any lot and that such main building shall be erected with new materials only and shall have an overall minimum aggregate external floor area of not less than 18% of the area of the respective lot or 200 square metres whichever is the lesser provided that if the consent in writing of Grangewood Pty Limited is obtained before the construction thereof such main building may have an overall minimum aggregate external floor area of less than the area specified in this sub-clause being an area specified by Grangewood Pty Limited in such consent.



ePlan

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

(Sheet 2 of 5)

Plan

**DP1248934**

Plan of Subdivision of Lot 2027 in Deposited  
Plan 1244216 covered by Subdivision Certificate  
No. 93-114 Pt 17

- (b) That no side wall of the second storey of a building erected on any lot shall have a window therein with a sill height of less than 1.75 metres above the second storey floor level of such building or have a balcony attached thereto.
- (c) That no garage or outbuilding shall be erected or permitted to remain on any lot unless it is erected after or concurrently with the erection of the main building thereon.
- (d) That no main building shall be erected on any lot with external walls other than brick, brick veneer, stone, concrete, glass, timber or any combination thereof and no main building shall be constructed wholly or substantially from pre-fabricated materials. Fibre cement shall not be used in such external walls except as in-fill panels in conjunction with all or any of the above materials hereinbefore specified provided that the proportion of fibre cement so used in relation to the external wall area of any building shall not exceed 10% thereof. For so long as Grangewood Pty Limited is the registered proprietor of any lots in the subdivision of which this lot forms part a main building may be erected on any lot with external walls of materials other than those mentioned above provided the plans for such building are submitted to Grangewood Pty Limited and it endorses its consent in writing thereon prior to construction thereof.
- (e) That no roof of any main building or structure erected on any lot shall be constructed of corrugated tin or galvanised iron. For so long as Grangewood Pty Limited is the registered proprietor of any lots in the subdivision of which this lot forms part a roof of any main building or structure may be constructed of corrugated tin or galvanised iron provided the consent in writing of Grangewood Pty Limited is obtained before construction thereof.
- (f) That no caravan or boat shall be placed or permitted to remain on any lot unless it is contained within a fully enclosed garage at all times when on the lot and no erected tent shall be placed or permitted to remain on any lot.
- (g) That the external timber walls of any main building or structure erected on any lot hereby transferred shall not remain unpainted for a period longer than two months after the date of completion thereof provided that this restriction shall not apply to timber which has been treated by oil.
- (h) That no sanitary convenience erected or permitted to remain on any lot shall be detached or separated from any main building erected thereon.
- (i) That no advertisement, hoarding, sign or similar construction shall be erected or permitted to remain on any lot except one which relates solely to the selling of such lot and such permitted sign shall not exceed 1 metre by 1 metre in size. No such restriction shall apply to the display of a doctor's or dentist's nameplate or light.



ePlan

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

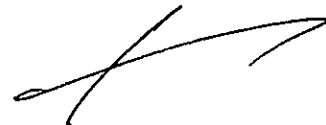
(Sheet 3 of 5)

Plan

**DP1248934**

Plan of Subdivision of Lot 2027 in Deposited  
Plan 1244216 covered by Subdivision Certificate  
No. 93-114 Pt 17

- (j) That no trees on any lot shall be cut down, lopped or damaged without the consent of Grangewood Pty Limited and Dubbo Regional Council.
- (k) That no fence shall be erected on any lot to divide it from any adjoining land without the prior consent in writing of Grangewood Pty Limited its successors and assigns other than purchasers on sale provided that such consent shall not be refused if such fence is erected without expense to Grangewood Pty Limited its successors and assigns other than purchasers on sale and provided that it is of a type and construction approved in writing by Grangewood Pty Limited beforehand and does not exceed 1.65 metres in height. Consent shall be deemed to have been given in respect of any fence for the time being erected which is of a construction and type referred to in this clause, complies with the foregoing heights and also complies with the succeeding clause.
- (l) That no fence shall be erected or permitted to remain on any lot closer to the front boundary than the external front wall on either side of any main building erected thereon without the prior written consent of Grangewood Pty Limited.
- (m) That no pigs, goats, ducks, geese or greyhound dogs; and not more than two domestic dogs (excluding greyhounds which are not permitted) or two domestic cats or one each thereof shall at any time be allowed or kept on any lot.
- (n) That no dairy, brickyard, tannery, poultry farm, piggery, 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 animals on any lot unless same shall be kept and maintained in accordance with the requirements of any statute, regulation, ordinance or by-law of any competent authority and in particular in accordance with the requirements and with the approval of Dubbo Regional Council or such other appropriate local government authority as may be required from time to time.
- (p) That no materials (except as required in the course of building) rubbish (except during the course of building which must be properly contained and removed), old, unused or out of working order plant, motor vehicles or machinery shall be kept or stored on any lot.
- (q) That no plant, machinery or vehicles having a tare weight in excess of two tonnes shall be kept or stored on any lot.
- (r) That clothes line or clothes drying area shall not be erected or permitted to remain on any lot unless screened from view from any public road or public place.
- (s) That no roof on a main building erected on any lot shall have a pitch of less than 12.5°.
- (t) That no work shall be carried out on any lot unless it is carried out in a proper tradesman like manner.



ePlan

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

(Sheet 4 of 5)

Plan  
**DP1248934**

Plan of Subdivision of Lot 2027 in Deposited  
Plan 1244216 covered by Subdivision Certificate  
No. 93-114 Pt 17

**2. TERMS OF RESTRICTIONS SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

That no main building erected on any lot shall be used for a purpose other than the purpose of a single dwelling house. In this clause "single dwelling house" does not include Terrace Units or Villa Units.


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

Grangewood Pty Limited while it is the registered proprietor of any lot in the said plan and thereafter the registered proprietors from time to time of each lot benefited.

Executed by **DUBBO**  
**REGIONAL COUNCIL** by its Authorised  
Delegate pursuant to S.377 of the Local  
Government Act 1993 in the presence of:

  
\_\_\_\_\_  
Signature of Witness

Shaun Reynolds  
\_\_\_\_\_  
Name and Address of Witness  
70 Church Street  
Dubbo NSW 2830

  
\_\_\_\_\_  
Signature of Authorised Delegate

Stephen Wallace - Director Planning & Environment  
\_\_\_\_\_  
Name and Authorised Delegate





ePlan

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

(Sheet 5 of 5)

Plan

**DP1248934**

Plan of Subdivision of Lot 2027 in Deposited  
Plan 1244216 covered by Subdivision Certificate  
No. 93-114 Pt 17

Executed by **GRANGEWOOD PTY  
LIMITED** ACN 050 064 705 by its  
attorney **KANE BARDEN OLNEY**  
pursuant to Power of Attorney  
registered Book 4617 No. 239 in the  
presence of:

  
Kane Barden Olney

  
Signature of Witness

MATTHEW GERARD THORNE  
Name of Witness

167 BURRAWAY ROAD DUBBO  
Address of Witness

REGISTERED



05.03.2019



MEMORANDUM OF  
TRANSFER  
(REAL PROPERTY ACT, 1900)  
STAMP DUTY

**BILLAROOK PTY. LIMITED** a Company duly incorporated in New South  
Wales and having its Registered Office at 41 Macquarie Street, Dubbo

(herein called transferor )  
being registered as the proprietor of an estate in fee simple in the land hereinafter described,  
subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of  
Twelve thousand dollars

(\$12,000.00) (the receipt whereof is hereby acknowledged) paid to it by  
**P.M. WHITE (DUBBO) PTY. LIMITED** and **R.R. RICH INVESTMENTS PTY. LIMITED**

do hereby transfer to

**P.M. WHITE (DUBBO) PTY. LIMITED** and **R.R. RICH INVESTMENTS PTY. LIMITED**

both Companies having their registered office at 41 Macquarie Street, Dubbo  
as tenants in common in the shares  
(herein called transferees) 9/10 and 1/10 respectively

ALL such its Estate and Interest in ALL the land mentioned in the schedule following:-

County	Reference to Title			Description of Land (if part only)
	Whole or Part	Vol.	Fol.	
Gordon	Part	11646	76 and 77	Being Lot 3 in D.P. No. 551405

And the Transferor and each of them their heirs, executors, administrators  
and assigns hereby covenant with the Transferees their successors and assigns  
other than for valuable consideration that the Transferor shall not be bound  
to contribute to the cost of erection of any dividing fence between the lands  
hereby transferred and any adjoining lands of the Transferor. The benefit of  
this covenant is appurtenant to Lot 2 in D.P. No. 551405. This burden is upon  
the land hereby transferred and the aforesaid covenant may be released varied  
or modified by the Transferor its successors and assigns.

ENCUMBRANCES, &c., REFERRED TO

Reservations and conditions, if any, contained in original Crown Grants

Signed at Dubbo the 17th day of December, 1971  
THE COMMON SEAL OF **BILLAROOK PTY. LIMITED**  
Signed in my presence by the Transferor  
was hereunto affixed by the authority of  
the Directors previously given and in the  
presence of the Director whose signature  
is set opposite hereto and also in the  
presence of:

Signed **Karen G. Mudie**  
Secretary  
THE COMMON SEAL OF **P.M. WHITE (DUBBO)**  
**PTY. LIMITED** was hereunto affixed by the  
authority of the Directors and in the  
presence of:

THE COMMON SEAL OF **R.R. RICH INVEST-**  
MENTS was hereunto affixed by the  
authority of the Directors and in  
the presence of:

Accepted and I hereby certify this  
Transfer to be correct for the purpose  
of the Real Property Act

Accepted and I hereby certify this  
Transfer to be correct for the purpose  
of the Real Property Act

Accepted and I hereby certify this  
Transfer to be correct for the purpose  
of the Real Property Act

Accepted and I hereby certify this  
Transfer to be correct for the purpose  
of the Real Property Act

Accepted and I hereby certify this  
Transfer to be correct for the purpose  
of the Real Property Act

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing and this  
memorandum of non-rectification on back of form signed by the attorney before a witness.

\* N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negli-  
gently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name,  
and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a  
liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease,  
the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration  
being verified by signature or initials in the margin, or noticed in the attestation.

M 6 9 3 | 2 7

No. \_\_\_\_\_

**PARTIAL DISCHARGE OF MORTGAGE**  
(N.B.—Before execution read marginal note)

LCDGED BY:

Address:  
Phone No.:

**Thomas Kenyon & Son**  
61-9658  
CONVEYANCING AGENTS  
49 MARKET ST., SYDNEY

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

1 This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole or part of the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY**

(To be signed at the time of executing the within instrument)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in the presence of— \_\_\_\_\_

2 Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

**CERTIFICATE OF J.P., & Co., TAKING DECLARATION OF ATTESTING WITNESS**

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ nine hundred and \_\_\_\_\_ the attesting witness to this instrument and declared that he personally knew \_\_\_\_\_ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

3 To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH
	<i>Subject to Covenant</i>	To be filled in by person lodging dealing
Checked by <i>C.H.</i>	Particulars entered in Register Book,  <i>2.8.4.1977</i>	1 <i>SA</i> 2 <i>25.2.</i> 3 _____
Passed (in S.D.B.) by <i>/B</i>		4 _____ 5 _____ 6 _____
Signed by <i>/B</i>	<i>J. Watson</i> Registrar General	Received: Docs. Nos. <i>SA</i> Receiving Clerk

**PROGRESS RECORD**

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Sup't. of Engrossers		
Cancellation Clerk		
Vol.		Fol.

**FEES.**

The Fees, which are payable on lodgment, are as follows:—

- £2 10s. 6d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
- A supplementary charge of £1 is made in each of the following—
  - where a restrictive covenant is imposed; or
  - a new easement is created; or
  - a partial discharge of mortgage is ordered on the transfer.

[illegible]

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

Lengths are in metres

PLAN:

DP 814788

Sheet 1 of 5 Sheets

Subdivision of Lot 234 in  
D.P. 753233 Lots 1 & 3 in D.P. 551405  
and Lot 101 in D.P. 814787 Dubbo  
City Council Clerk's Certificate  
No. 547/79 dated 17/12/79

**FULL NAMES AND ADDRESSES  
OF REGISTERED PROPRIETORS  
OF THE LAND:**

Dubbo Golf Club Limited A.C.N. 000  
380 505 of Park Hill Road, Dubbo  
New South Wales 2830 and Grangebrook  
Pty. Limited A.C.N. 050 064 703 of  
C/- Dorcy Kennedy Pty. Limited,  
Certified Practising Accountants,  
190 Brisbane Street, Dubbo, New  
South Wales 2830.

**PART 1**

**1. IDENTITY OF EASEMENT  
FIRSTLY REFERRED TO IN  
ABOVE-MENTIONED PLAN:**

Easement to drain sewage 2 wide and  
variable (S)

**Schedule of Lots, etc. Affected**

**Lots Burdened**  
501  
The Council of the City of Dubbo.

**2. IDENTITY OF EASEMENT  
SECONDLY REFERRED TO IN  
ABOVE-MENTIONED PLAN:**

Easement to drain water variable  
width (W)

**Schedule of Lots, etc. Affected**

**Lots Burdened**  
501  
The Council of the City of Dubbo

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

Lengths are in metres

DP 814788

Sheet 2 of 5 Sheets

Subdivision of Lot 234 in  
D.P. 753233 Lots 1 & 3 in D.P. 551405  
and Lot 101 in D.P. 814787 Dubbo  
City Council Clerk's Certificate  
No. 547/79 dated 17/12/79

**3. IDENTITY OF EASEMENT  
FIRSTLY REFERRED TO IN  
ABOVE-MENTIONED PLAN:**

Easement for water supply 4 wide  
(P)

**Schedule of Lots, etc. Affected**

**Lots Burdened**  
501  
The Council of the City of Dubbo

**4. IDENTITY OF EASEMENT  
SECONDLY REFERRED TO IN  
ABOVE-MENTIONED PLAN:**

Easement for water supply 5 wide  
(Q)

**Schedule of Lots, etc. Affected**

**Lots Burdened**  
501  
The Council of the City of Dubbo

**5. IDENTITY OF RESTRICTION  
FIRSTLY REFERRED TO IN  
ABOVE-MENTIONED PLAN:**

Restriction on the use of land. (A)

**Schedule of Lots, etc. Affected**

**Lots Burdened**  
501  
Lot 100 in D.P. 814787  
Lot 61 in D.P. 585642  
The Council of the City of Dubbo.

28661-1-8 8  
John Allan  
Carrotan  
John Allan  
John Allan

28661-1-1-1992  
John Allan  
Carrotan  
John Allan  
John Allan

10	20	30	40	50	60	70	80	90	100	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 9th January 1992



10	20	30	40	50	60	70	Table of mm	110	120	130	140
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF LAND  
INTENDED TO BE CREATED PURSUANT TO  
SECTION 849 OF THE CONVEYANCING ACT 1919

Lengths are in meters

Sheet 3 of 5 Sheets

Subdivision of Lot 234 in  
D.P. 753233, Lots 1 & 3 in D.P. 551405  
and Lot 101 in D.P. 814787, Dubbo  
City Council Clerk's Certificate  
No. 52A91-79 dated 19-12-91

6.  
IDENTITY OF RESTRICTION  
SIXTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN:

### Restriction on the use of land

Schedule of Lots, etc. Affected

## **Lots Burdened**

**Lots or Authority Benefitted**

501

50:

7. IDENTITY OF RESTRICTION  
SEVENTHLY REFERRED TO IN  
ABOVE-MENTIONED PLAN:

### Restriction on the use of land.

**Schedule of Lots, etc. Affected**

## Lots Burdened

**Lots or Authority Benefited**

502

501

**PART 2**

TERMS OF EASEMENTS THIRDLY AND FOURTHLY REFERRED TO IN ABOVE-MENTIONED PLAN.

Full and free right for the body in whose favour this easement has been created and every person authorised by it from time to time and at all times to convey water in any quantities across and throughout the land herein indicated as the servient tenement together with the right of carrying water or any pipes or pipes in replacement or substitution thereof and where no such line of pipes exists there shall be deemed to be the right for the body in whose favour this easement has been created and every person authorised by it with any and all machinery necessary for the purposes to entrench on the

[illegible]

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

**Lengths are in meters:**

**Sheet 4 of 5 sheets**

DP814788  
Subdivision of Lot 234  
D.P.753333 Lots 1 & 3 in D.P.551405  
and Lot 101 in D.P. 84787 Dubbo  
City Council Clerk's Certificate  
No.5471-79 dated 79-12-91 .

TERMS OF EASEMENTS, THIRDLY AND FOURTHLY REFERRED TO AS  
ABOVEMENTIONED PLAN. (Continued)

the relevant tenement and to remain there for any reasonable time for the purpose of laying inspecting maintaining cleaning repairing or renewing such pipeline or any part thereof and for any of the aforesaid purposes to open the soil of the relevant tenement to such an extent as may be necessary provided that the body in whose favour this easement is created and the persons authorized by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the relevant tenement and will restrict that surface as nearly as practicable to its original condition.

TERMS OF RESTRICTION FITELY REFERED TO IN ABOVE MENTIONED PLAN.

That no part of the lot burdened with an area designated "A" shall be used for any purpose other than that of a golf course.

TERMS OF RESTRICTION SIXTHLY REFERRED TO IN ABOVE-MENTIONED PLAN.

That no fence shall be erected on the lot burdened to divide it from the lot benefited without the prior consent in writing of

Grainwood Pty. limited its successors and assigns other than purchasers on sale provided that such consent shall not be refused if such fence is erected without expense to Grainwood Pty. limited its successors and assigns other than purchasers on sale and provided that it is constructed of chain wire, brushwood, stone or brick. Consent shall be deemed to have been given in respect of any fence for the time being erected which is constructed of the foregoing materials.

TERMS OF RESTRICTION SEVENTHLY REFERRED TO IN ABOVE-MENTIONED PLAN.

That no fence shall be erected on the lot burdened to divide it from the lot benefited without the prior consent in writing of the Dubbo Golf Club Limited its successors and assigns other than purchasers on sale provided that such consent shall not be refused if such fence is erected without expense to Dubbo Golf Club Limited its successors and assigns other than purchasers on

*[Handwritten signatures]*





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

Lengths are in metres

DP814788

Sheet 5 of 5 Sheets

Subdivision of Lot 234 in  
D.P. 753233 Lots 1 & 3 in D.P. 551405  
and Lot 101 in D.P. 814781 Dubbo L.S.  
City Council Clerk's Certificate  
No. 5491-79 dated 17-12-91

TERMS OF RESTRICTION SEVERELY REFERRED TO IN ABOVE MENTIONED  
PLAN (Continued)

sale and provided that it is constructed of chain wire,  
brushwood, stone or brick. Consent shall be deemed to have been  
given in respect of any fence for the time being erected which is  
constructed of the foregoing materials.

THE COMMON SEAL OF GRAMPWOOD  
PTY. LIMITED was herewith affixed  
in the presence of:

THE COMMON SEAL OF DUBBO DOLL  
COAL LIMITED was herewith affixed  
in the presence of:

*Adrian J. Kesteven*  
CLEARED BY THE DUBBO DOLL  
TRAINING & LOGGING COMPANY  
IN THE PRESENCE OF  
*John J. Kesteven*

Witnessed and signed by the  
Barrister at Law, a Justice of the Peace,  
and a Clerk of the Peace, in the presence of  
the parties to the instrument.

KENNETH J. J. J. J.

who is personally known to me.

FETER J. J. J. J.

Witnessed and signed by the  
Barrister at Law, a Justice of the Peace,  
and a Clerk of the Peace, in the presence of  
the parties to the instrument.

1600456

RECORDED 20 8 1992

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day. 9th January 1992



Certificate No: 803  
Applicant Ref: Ryan 239643  
Receipt No:

13/04/2023

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: 61900  
Property description: Lot: 2031 DP: 1248934, 55 Lincoln Parkway 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.

Draft Development Control Plan:

Draft amendment to the Dubbo Development Control Plan 2013 and Wellington Control Plan 2013 has been prepared by Dubbo Regional Council and is currently on public exhibition up to 11 April 2023. For further information, please contact Growth Planning on (02) 6801 4000.

<https://www.dubbo.nsw.gov.au/public-exhibition>

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:**

State 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.



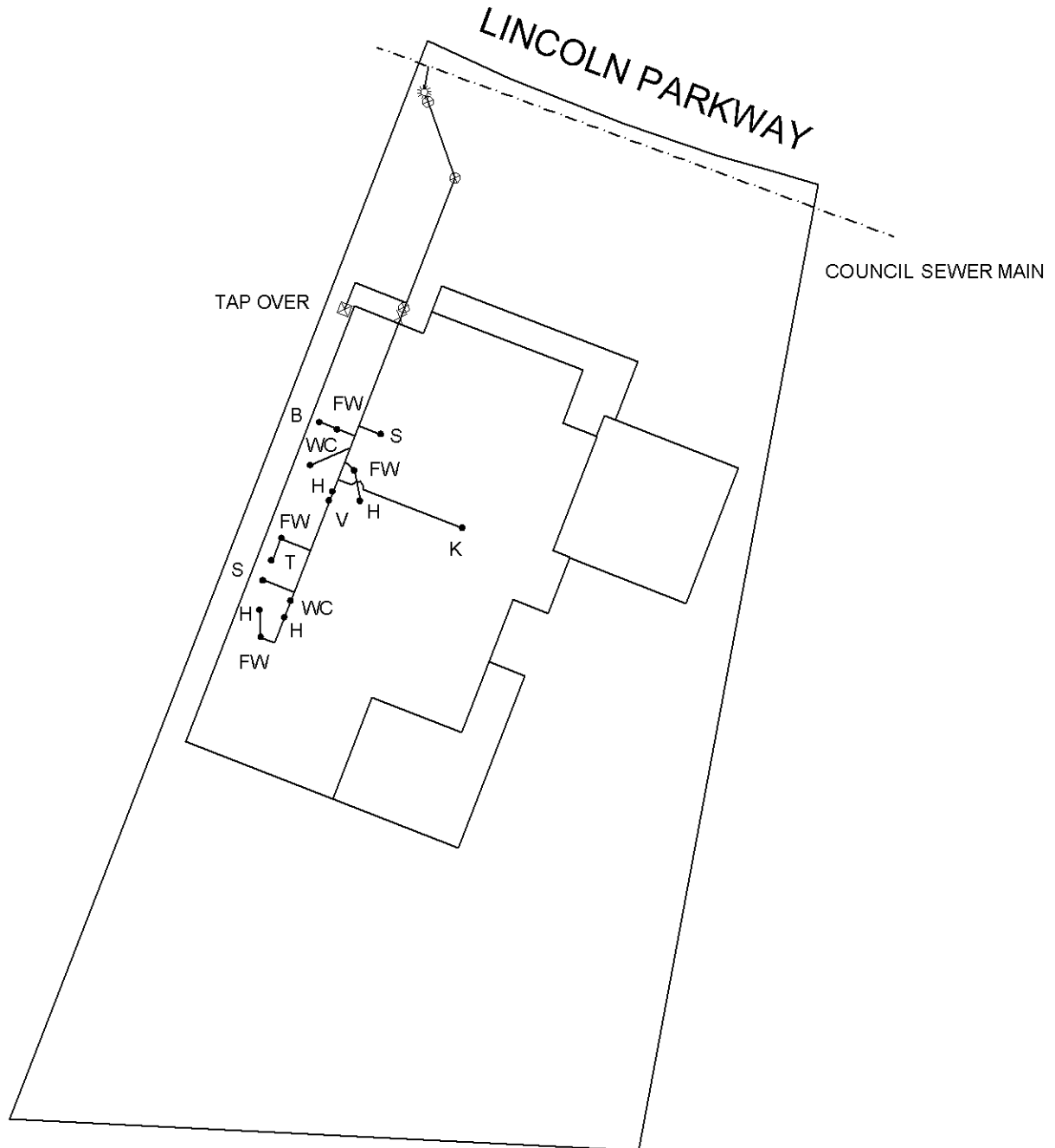
Stephen Wallace  
Director Planning and Environment

# PLAN OF SANITARY DRAINAGE

Parcel No. 61900 DA No. D21/115  
 Address 55 Lincoln Parkway, Dubbo Lot 2031 DP 1248934  
 Junction About \_\_\_\_\_ metres from downstream manhole \_\_\_\_\_ Depth \_\_\_\_\_ m



DUBBO  
REGIONAL  
COUNCIL



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

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

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

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

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

Connected 21/07/22 Plumber S KNIGHT  
 Amended \_\_\_\_\_ Plumber \_\_\_\_\_  
 Amended \_\_\_\_\_ Plumber \_\_\_\_\_

NOTE : COUNCIL SEWER MAIN LOCATIONS ARE INDICATIVE ONLY

PAGE 1 OF 1

Drawn 30/10/22 AS

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

**S.WALLACE**  
 DIRECTOR PLANNING AND ENVIRONMENT

D2021-115 Part 1  
Parcel 61900  
WAB:JF

12 May 2022

Mr D J Ryan  
8 Whylandra Street  
DUBBO NSW 2830



## OCCUPATION CERTIFICATE – WHOLE (of New Building)

Section 6.9, Environmental Planning and Assessment Act, 1979

The application submitted by you for the issue of an Occupation Certificate to occupy the Whole of the new building referred to in this determination has been approved by Council. This determination has been issued with the endorsement of the Occupation Certificate hereunder.

	Application Number	Determination Date
Development Application:	D2021-115	12 April 2021
Construction Certificate:	C2021-115	12 April 2021
Development description:	Erection of dwelling with attached garage, porch and alfresco	
Identification of land:	Lot: 2031 DP: 1248934, 55 Lincoln Parkway DUBBO	
Inspection date:	12 May 2022	
Certificate No:	2021-115	

Council states that:

- It has been appointed as the principal certifier under s6.6.
- A current development consent is in force for the building.
- A construction certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia, as detailed in Schedule 1 overleaf.

A handwritten signature in black ink, appearing to read 'Wes Bailey'.

Wes Bailey  
Council accredited certifier  
BDC1496

12 May 2022  
Date of determination

Darryll Quigley  
Manager Building and Development Services  
Per:

A handwritten signature in black ink, appearing to read 'D. Quigley'.

12 May 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)



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**Schedule 1 – Building Classification**

<b>Applicable Building</b>	<b>Whole or Part</b>	<b>Class</b>
Dwelling with attached garage, porch and alfresco	Part – Dwelling	1a
	Part – Garage, porch and alfresco	10a

**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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