

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Peel Valley Real Estate 8 Ebony Close, Tamworth, NSW 2340	Phone: 02 5733 4111 Fax: 02 67653001 Ref: Robert Miller
co-agent		
vendor	Maxus Developers Pty Ltd ACN 633 521 785 5319/84 Belmore Street, Ryde NSW 2112	
vendor's solicitor	Carr Conveyancing The Professional Centre Suite 10, 459 Peel Street, Tamworth NSW 2340 DX 6102 Tamworth	Phone: 0267665484 Fax: Ref: KDC:CI:2019/0735 E:cassie@carrconveyancing.co m.au
date for completion land (address, plan details and title reference)	See Special Condition 14 Proposed Lot Valley Drive, East Tamworth, New South Wales 2340 Proposed Lot in subdivision of Lot 45 in DP 1014182 Part Folio Identifier 45/1014182	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" 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 type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$ _____
deposit	\$ _____ (10% of the price, unless otherwise stated)
balance	\$ _____
contract date	(if not stated, the date this contract was made)
buyer's agent	

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$ _____

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☒ yes**Proposed electronic transaction** (clause 30)☐ no ☒ YES**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 *RW payment*
(residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide
further details)

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

RW payment (residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name: Maxus Developers Pty Ltd

Supplier's ABN: 74 633 521 785

Supplier's business address: 5319/84 Belmore Street, Ryde NSW 2112

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

Notes:

1. This form of cooling off notice **must** be used for:
 - an off the plan residential contract which is exchanged from and including 1 December 2019, or
 - a non-off the plan residential contract which is exchanged from and including 2 June 2020.
2. This form of cooling off notice **may** be used for:
 - an off the plan residential contract which is exchanged prior to 1 December 2019, or
 - a non-off the plan residential contract which is exchanged prior to 2 June 2020.
3. Cross out any other cooling off notice in the contract.
4. This form of cooling off notice is contained in the 2019 edition of the contract for the sale and purchase of land.

SPECIAL CONDITIONS

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

BETWEEN Maxus Developers Pty Ltd (ACN 633 521 785) of 5319/84 Belmore Street, Ryde NSW 2112 (**Vendor**)

AND of (Purchaser)

1. Notice to complete

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.

If the Vendor issues a Notice to Complete when entitled to do so, then the Purchaser must pay the Vendor's costs of \$275.00 (inclusive of GST) being the costs incurred in issuing the Notice to Complete.

2. Death or incapacity

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

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
 - (b) Subject to all defects latent and patent;
 - (c) Subject to any infestations and dilapidation;
 - (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
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- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion on account of liquidated damages. Provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not. The parties agree that the said amount is a genuine pre-estimate of damages and the parties further agree that payment of the said amount on account of damages is an essential term of this Contract and the Vendor shall not be required to settle unless such amount is paid on completion.

5. Agent

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.

6. Deposit bond

- (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.
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- (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.

7. Alterations to Standard Terms and Conditions

- (a) Clause 6.1 is amended by deleting “or anything else”.
- (b) Clause 7.1.1 is amended by replacing 5% with 1%.
- (c) Clause 16.5 is amended by deleting “plus another 20% of that fee”.

8. Encroachment, Compliance

No objection, requisition or claim for compensation shall be made by the purchaser in respect to the following:

- (a) Any encroachment upon the subject property; and/or
- (b) Any breach of the Local Government Act, Environmental Planning and Assessment Act or ordinances thereunder by the property.

9. Settlement

Settlement must take place electronically using the Property Exchange Australia (“PEXA”) system. If the practitioner for the Purchaser is unable to complete settlement electronically using the PEXA system then settlement must take place at the office of the practitioner for the Vendor. In the event that the practitioner for the Purchaser is unable to use the PEXA system or if any party, including the incoming or outgoing mortgagee, requires a different location for settlement, then the Purchaser will pay any additional expenses of the Vendor including, but not limited to, any agency or mortgagee fees.

10. Deposited plan

- (a) The vendor shall proceed with all due dispatch to obtain consent of the council to a plan of subdivision which is substantially in the form of the draft plan attached.
 - (b) Thereafter the vendor will lodge the subdivision plan at NSW Land Registry Services for registration as a deposited plan on or before 31 March 2021.
 - (c) If the subdivision plan has not been registered as a deposited plan by 31 March 2021 either party may at any time thereafter, but prior to the subdivision plan being registered as a deposited plan, rescind this agreement by notice in writing given to the other. In no event shall the vendor be liable for any delay in such lodgement or registration
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unless it is due to a failure to do all things reasonable to achieve registration.

- (d) Should registration of the plan be delayed, the vendor shall be entitled to extend the date of registration by notice in writing to the purchaser to a date up to and including 30 September 2021.

11. Alterations to subdivision plan

- (a) The vendor reserves the right to make any alterations to the subdivision plan as may be required to obtain the approval thereof by the responsible authorities and registration at NSW Land Registry Services as a deposited plan provided that if any such alteration adversely affects the purchaser and is other than minor such as an alteration to the lot number of the property or an alteration to any dimension of the property or its position of less than 5% then the purchaser shall be entitled to rescind this agreement by notice in writing to the vendor within 14 days after being notified in writing by the vendor as to any such alteration, and in this respect time shall be of the essence. In the event that rescission is not notified within such 14 days then the right of rescission shall be lost and the contract shall become unconditional.
- (b) In the event that the requirements of any responsible authority are sufficiently unusual and onerous as to justify the vendor discontinuing the subdivision application then the vendor may discontinue the application and may rescind the contract provided that satisfactory evidence of the discontinuance has been provided to the purchaser.

12. Easements and covenants on title

The purchaser acknowledges that there will be an instrument registered on the title containing particular easements, covenants and restrictions as to user pursuant to Section 88B of the *Conveyancing Act 1919* (NSW). The vendor reserves the right to make any alterations to the section 88B instrument as may be required to obtain the approval thereof by the council, electricity authority and other service providers and registration at NSW Land Registry Services.

The terms of the restrictions as to user will include, but not be limited to the following:

- (a) No building shall be permitted to be erected on any lot burdened unless the external walls consist of brick, brick veneer or a non-reflective material.
- (b) No building shall be permitted to be erected on any lot burdened unless the roofing material used is tiles or non-reflective Colorbond.
- (c) No existing dwelling house or building shall be:
- (i) partly or wholly moved onto;
 - (ii) placed, re-erected or reconstructed upon; or
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- (iii) permitted to remain on
any lot burdened.
 - (d) No more than two residences shall be permitted to be erected on any lot burdened.
 - (e) No tent, shack, trailer, camper, caravan or similar mobile or temporary structure shall be permitted to be used as a residence, placed upon, remain on or moved onto any lot burdened.
 - (f) No building erected on any lot burdened shall be used for any noxious or offensive occupation or trade.
 - (g) No lot burdened shall be permitted to remain in a state of disrepair or in an untidy state, nor shall any unregistered vehicle be permitted to remain on any lot burdened unless the vehicle is kept within the confines of a building.
 - (h) No truck or vehicle over ten tonnes in weight shall be permitted to remain or be kept on any lot burdened.
 - (i) Not advertising sign, other than signs required to be displayed under law, shall be erected or permitted to remain on any lot burdened.
 - (j) No dividing fence of any lot burdened shall be constructed or erected unless it is of a Colorbond material and between 1.5 metres and 1.8 metres in height.
 - (k) Any lot whose rear boundary adjoins the Great Northern Railway shall construct the rear boundary fence of Colorbond material at a height of 1.8 metres.
 - (l) No front fence shall be permitted to be constructed or erected between the front of the dwelling house and the public road frontage.
 - (m) Whilst ever Maxus Developers Pty Ltd, its successors, executors, administrators or assigns remain as the registered proprietor of any lot in the subdivision, it shall not be required to make any payment towards the cost of erection, construction or maintenance of any dividing fence.

13. Provision of services

- (a) The vendor warrants that the lot will be serviced by the following services:
 - (i) Water;
 - (ii) Electricity;
 - (iii) Sewerage; and
 - (iv) Telephone,
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and that prior to completion financial arrangements satisfactory to the appropriate supply authority for the provision of the same will be made; and

- (b) The vendor shall not be liable for any delay in the completion of the reticulation of the said services and the purchaser shall not be entitled to delay completion by virtue of the fact that the reticulation of the said services has not been completed.

14. Completion of contract

Completion of this contract shall take place within 21 days after the vendor or its solicitors have notified the purchaser or his solicitors in writing that the subdivision plan has been registered as a deposited plan. If for any reason other than default on the part of the vendor completion of this contract does not take place on the due date then without prejudice to any other remedy the vendor shall at any time thereafter be at liberty to serve on the purchaser a notice in writing requiring the purchaser to complete the contract on or before the expiration of 21 days from the date of service of the notice and making time of the essence of the contract.

15. Rates adjustment

Notwithstanding clause 14 of the printed conditions herein, if the subject property has not been separately rated by Tamworth Regional Council on or before the completion date, the rates will be deemed to be \$2,400.00 per annum for the purpose of the rates adjustment in accordance with printed clause 14 hereof. The purchaser undertakes to adjust the rates on a paid basis for the full rating year during which completion take place. The purchaser shall not be entitled to make any objection, requisition or attempt to delay settlement if the subject property has not been separately rated on or before the completion date. This clause shall not merge on completion.

COORDINATE SCHEDULE						
MARK	M.G.A. CO-ORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM 54012	304 568.637	6 557 043.356	C	NA	SCIMS	Found
SSM 77591	304 661.237	6 556 975.328	C	NA	SCIMS	Found
SSM 77592	304 745.442	6 556 898.542	C	NA	SCIMS	Found
SSM 85597	304 620.832	6 557 132.212	C	NA	SCIMS	Found
SSM 196082	304 819.78	6 556 826.125	NA	NA	BY SURVEY	Placed
SSM 196089	304 916.557	6 556 712.573	NA	NA	BY SURVEY	Placed
Date of SCIMS Coordinates: 26.7.2020			MGA Zone: 56		MGA Datum: GDA2020	
Combined Scale Factor: 1.000002						

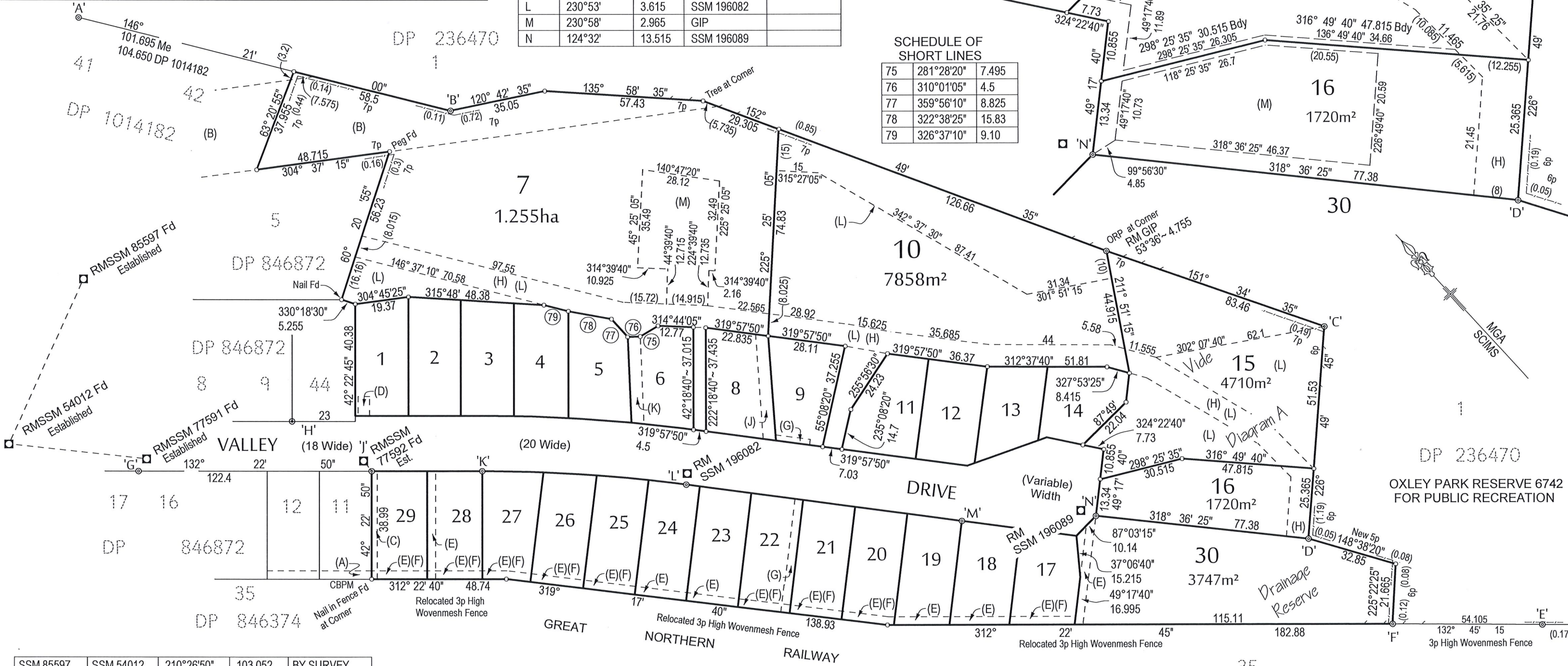
SCHEDULE OF REFERENCE & PERMANENT MARKS					
A	26°30'	1	GIP FD	DP 1014182	
B	210°41'	0.61	GIP FD	DP 236470	
C	51°10'	0.64	GIP FD	BY ME	
	46°50'	0.61		DP 236470	
D	226°50'	0.61	GIP FD	DP 236470	
E	227°14'	1.215	GIP FD	DP 236470	
F	225°22'	1.175	GIP FD	DP 236470	
G	278°42'	6.625	SSM 77591 FD	DP 846872	
H	41°31'	3.21	DH & W FD	DP 1014182	
J	184°05'	4.72	SSM 77592 FD	BY ME	
	184°08'	4.725		DP 846872	
K	256°53'	3.575	GIP		
L	230°53'	3.615	SSM 196082		
M	230°58'	2.965	GIP		
N	124°32'	13.515	SSM 196089		

Moved during construction

SCHEDULE OF SHORT LINES			
75	281°28'20"	7.495	
76	310°01'05"	4.5	
77	359°56'10"	8.825	
78	322°38'25"	15.83	
79	326°37'10"	9.10	

DIAGRAM A

Not to Scale



SSM 85597	SSM 54012	210°26'50"	103.052	BY SURVEY
		210°26'50"	103.052	DP 1049246
		210°25'50"	103.052	MGA GROUND
SSM 54012	SSM 77591	126°18'09"	114.910	BY SURVEY
		126°18'09"	114.902	MGA GROUND
SSM 77591	SSM 77592	132°21'51"	113.96	BY SURVEY
		132°21'41"	113.959	MGA GROUND
SSM 77592	SSM 196082	134°14'49"	103.779	BY SURVEY
SSM 196082	SSM 196089	139°33'37"	149.197	BY SURVEY
SSM 196089	SSM 54012	313°33'13"	480.076	BY SURVEY

Datum Line: SSM 77591 - SSM 77592
SCIMS

Surveyor: DAVID ANDREW LORD
Surveyor's Ref: 19237
Date of Survey: 7.9.2020

PLAN OF SUBDIVISION OF
LOT 45 IN DP 1014182

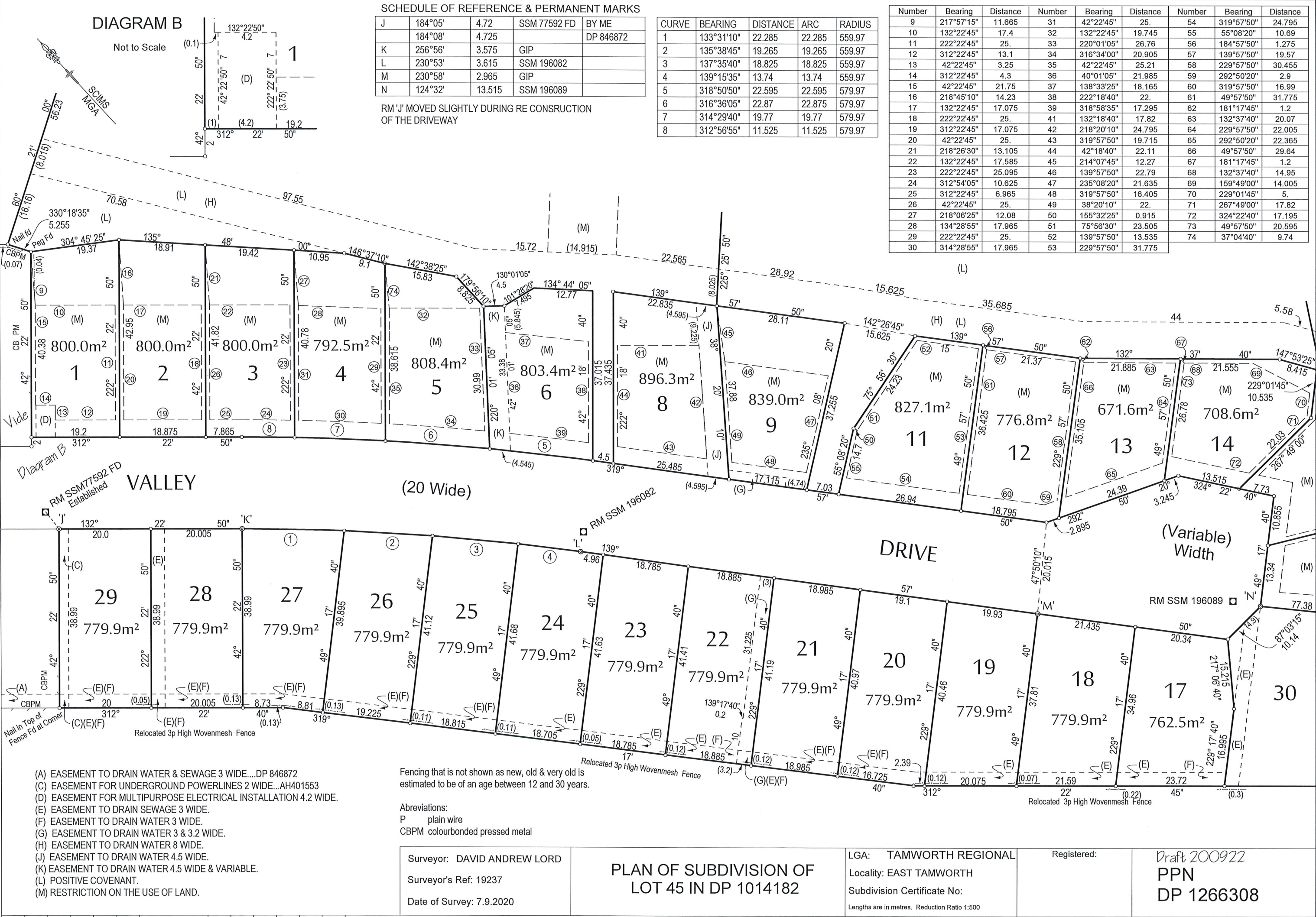
LGA: TAMWORTH REGIONAL
Locality: East Tamworth
Subdivision Certificate No:
Lengths are in metres. Reduction Ratio 1: 1000

Registered:

Draft 200922
PPN
DP 1266308

Fencing that is not shown as new, old & very old is estimated to be of an age between 12 and 30 years.

Abbreviations:
P plain wire
ORP old round post



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP 1266308</p>
<p>PLAN OF SUBDIVISION OF LOT 45 IN DP 1014182</p>	<p>LGA: TAMWORTH REGIONAL</p> <p>Locality: EAST TAMWORTH</p> <p>Parish: TAMWORTH</p> <p>County:.....INGLIS</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, DAVID ANDREW LORD of Bath Stewart Associates Pty Limited PO Box 403 Tamworth NSW ph 0267 665966 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 7.9.2020,</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **Lots 301-340 inclusive & connections - were surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, 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: SSM77591 – SSM 77592</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: Dated: 9.10.2020</p> <p>Surveyor Identification No: 1491 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 style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *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:</p> <p>Consent Authority: Tamworth Regional</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 236470 DP 846872 DP 1014182</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:</p> <ul style="list-style-type: none"> • The extension of Valley Drive to the Public as Public Road • Lot 30 to the Public as a Drainage Reserve
<p>Surveyor's Reference: 19237</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 45
IN DP 1014182**

DP 1266308

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.

Subdivision Certificate number:

Date of Endorsement:

Lot	Sub Address Number	Address Number	Road Name	Road Type	Locality
1		64	Valley	Drive	East Tamworth
2		66	Valley	Drive	East Tamworth
3		68	Valley	Drive	East Tamworth
4		70	Valley	Drive	East Tamworth
5		72	Valley	Drive	East Tamworth
6		74	Valley	Drive	East Tamworth
7		76	Valley	Drive	East Tamworth
8		78	Valley	Drive	East Tamworth
9		80	Valley	Drive	East Tamworth
10		82	Valley	Drive	East Tamworth
11		84	Valley	Drive	East Tamworth
12		86	Valley	Drive	East Tamworth
13		88	Valley	Drive	East Tamworth
14		90	Valley	Drive	East Tamworth
15		92	Valley	Drive	East Tamworth
16		94	Valley	Drive	East Tamworth
17		91	Valley	Drive	East Tamworth
18		89	Valley	Drive	East Tamworth
19		87	Valley	Drive	East Tamworth
20		85	Valley	Drive	East Tamworth
21		83	Valley	Drive	East Tamworth
22		81	Valley	Drive	East Tamworth
23		79	Valley	Drive	East Tamworth
24		77	Valley	Drive	East Tamworth

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19237

Office Use Only

Office Use Only

Registered:**PLAN OF SUBDIVISION OF LOT 45
IN DP 1014182****DP 1266308**

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.

Subdivision Certificate number:

Date of Endorsement:

Lot	Sub Address Number	Address Number	Road Name	Road Type	Locality
25		75	Valley	Drive	East Tamworth
26		73	Valley	Drive	East Tamworth
27		71	Valley	Drive	East Tamworth
28		69	Valley	Drive	East Tamworth
29		67	Valley	Drive	East Tamworth
30		93	Valley	Drive	East Tamworth

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

TO CREATE:-

1. EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 4.2 WIDE.....(D)
2. EASEMENT TO DRAIN SEWAGE 3 WIDE.....(E)
3. EASEMENT TO DRAIN WATER 3 WIDE.....(F)
4. EASEMENT TO DRAIN WATER 3 & 3.2 WIDE.....(G)
5. EASEMENT TO DRAIN WATER 8 WIDE.....(H)
6. EASEMENT TO DRAIN WATER 4.5 WIDE.....(J)
7. EASEMENT TO DRAIN WATER 4.5 WIDE & VARIABLE.....(K)
8. POSITIVE COVENANT.....(L)
9. RESTRICTION ON THE USE OF LAND.....(M)
10. RESTRICTION ON THE USE OF LAND.
11. RESTRICTION(S) ON THE USE OF LAND.
12. RESTRICTION ON THE USE OF LAND.

TO RELEASE:-

1. EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 4.2 WIDE CREATED BY AH401553
2. EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE CREATED BY AH401553

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:**PLAN OF SUBDIVISION OF LOT 45
IN DP 1014182****DP 1266308**

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.

Subdivision Certificate number:

Date of Endorsement:

Executed by **MAXUS DEVELOPERS
Pty Limited** ACN 621 198 703 in accordance
with Section 127 of the Corporations Act
2001

.....
PUNIT BARASIA
Director

.....
POOJA BARASIA
Director

If space is insufficient use additional annexure sheet

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, POSITIVE COVENANTS & RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED & RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Page 1 of 9

PLAN

DP 1266308

**PLAN OF SUBDIVISION OF LOT 45 IN
DP 1014182, PARISH OF TAMWORTH,
COUNTY OF INGLIS COVERED BY
SUBDIVISION CERTIFICATE
DATED**

Full Name and Address of
the Owner of Lot 45 in
DP 1014182:

MAXUS DEVELOPERS PTY LIMITED
ACN 621 198 703
C/-Unit 4201
330 Church Street
Parramatta NSW 2150

PART 1 (Creation)

NUMBER OF ITEM SHOWN IN THE INTENTION PANEL ON THE PLAN	IDENTITY OF EASEMENT TO BE CREATED & REFERRED TO IN THE PLAN	BURDENED LOT(S) OR PARCEL(S)	BENEFITED LOT(S), BODIES, OR PRESCRIBED AUTHORITIES
1	EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE....(D)	1	Essential Energy ABN 37 428 185 226
2	EASEMENT TO DRAIN SEWAGE 3 WIDE....(E)	Lots 17-30 inclusive	Tamworth Regional Council
3	EASEMENT TO DRAIN WATER 3 WIDE....(F)	17 20 21 22 25 26 27 28 29	18 19 19 & 20 19, 20, 21, 23 24 25, 24 26, 25, 24 27, 26, 25, 24 28, 27, 26, 25, 24
4	EASEMENT TO DRAIN WATER 3 & 3.2 WIDE(G)	22	Tamworth Regional Council
5	EASEMENT TO DRAIN WATER 8 WIDE....(H)	7, 10, 15, & 16	30 & Tamworth Regional Council

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, POSITIVE COVENANTS & RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED & RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

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PLAN

DP 1266308

**PLAN OF SUBDIVISION OF LOT 45 IN
DP 1014182, PARISH OF TAMWORTH,
COUNTY OF INGLIS COVERED BY
SUBDIVISION CERTIFICATE
DATED**

6	EASEMENT TO DRAIN WATER 4.5 WIDE....(J)	8	7 & 10
7	EASEMENT TO DRAIN WATER 4.5 & WIDE VARIABLE....(K)	6	7
8	POSITIVE COVENANT.....(L)	7, 10 & 15	Tamworth Regional Council
9	RESTRICTION ON THE USE OF LAND...(M)	1 – 9 inclusive & 11-16 inclusive	Tamworth Regional Council
10	RESTRICTION ON THE USE OF LAND	15 & 16	Tamworth Regional Council
11	RESTRICTION(S) ON THE USE OF LAND	1-29 inclusive except Lot 30	Every other Lot except Lot 30
12	RESTRICTION ON THE USE OF LAND	1- 6 inclusive, 8, 9, 11-29 inclusive	Every other Lot except 7, 10 & 30

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, POSITIVE COVENANTS & RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED & RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

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PLAN

DP 1266308

**PLAN OF SUBDIVISION OF LOT 45 IN
DP 1014182, PARISH OF TAMWORTH,
COUNTY OF INGLIS COVERED BY
SUBDIVISION CERTIFICATE
DATED**

PART 1 (Release)

NUMBER OF ITEM SHOWN IN THE INTENTION PANEL ON THE PLAN	IDENTITY OF EASEMENT TO BE RELEASED & REFERRED TO IN THE PLAN	BURDENED LOT(S) OR PARCEL(S)	BENEFITED LOT(S), BODIES, OR PRESCRIBED AUTHORITIES
1	EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION CREATED BY AH 401553	Lot 1 & Valley Drive (comprised in 45/1014182)	Essential Energy ABN 37 428 185 226
2	EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE CREATED BY AH 401553	Valley Drive (comprised in 45/1014182)	Essential Energy ABN 37 428 185 226

PART 2 (Terms)

- 1. Terms of Easement For Multi-Purpose Electrical Installation 4.2 Wide firstly referred to in the plan.**

Easement for Multipurpose Electrical Installation as set out in **Part C** of **Memorandum AG 189384**

- 2. Terms of Easement to Drain Water 8 Wide fifthly referred to in the plan.**

The owner of the lot benefited & Authority may:

- (a) drain water collected as overland flows from any natural source through each lot burdened, but only within the site of this easement, and
- (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened, and
 - carrying out work, such as constructing, placing, repairing or maintaining the open channels, ditches and equipment.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, POSITIVE COVENANTS & RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED & RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

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PLAN

DP 1266308

**PLAN OF SUBDIVISION OF LOT 45 IN
DP 1014182, PARISH OF TAMWORTH,
COUNTY OF INGLIS COVERED BY
SUBDIVISION CERTIFICATE
DATED**

In exercising those powers, the owner of the lot benefited & Authority must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition.

The owner of the Lot burdened has an obligation to:

- (a) maintain at their cost the open channel constructed within the Easement in a proper state of repair and under no circumstance instigate any action or place any obstruction that would reduce or impede the flow of water to cause or have reason to alter the intended operation of the channel.

Failing, refusing or neglecting to perform any obligation pursuant to this restriction, by the owner of the Lot burdened, the Council may without limiting any other right or power it may have, perform that obligation. The owner of the Lot burdened shall be liable for all the costs incurred by the Council in performing the obligation on an indemnity basis with such debt forming a charge on the land until such time as it the whole of the debt is paid.

3. Terms of Positive Covenant eighthly referred to in the plan.

The owners of the lots burdened shall maintain & manage that land affected by the Positive Covenant in accordance with the requirements of an Inner Protection Area, as set out in Appendix 4 – Asset Protection Zone Standards, published in Planning for Bushfire Protection 2019. This being:

Trees:

- Canopy cover should be less than 15% at maturity;
- Trees at maturity should not touch or overhang the building;
- Lower limbs should be removed up to a height of 2 metres above the ground;
- Canopies should be separated by 2-5 metres;
- Preference should be given to new plantings of smooth barked and evergreen trees;

Shrubs:

- Create large discontinuities or gaps in the vegetation to slow down or break the progress of fire towards the building;
- Shrubs should not be located under trees;
- Shrubs should not form more than 10% ground cover;
- Clumps of shrubs should be separated from exposed windows and doors by a distance of at least twice the height of the vegetation.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, POSITIVE COVENANTS & RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED & RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Page 5 of 9

PLAN

DP 1266308

**PLAN OF SUBDIVISION OF LOT 45 IN
DP 1014182, PARISH OF TAMWORTH,
COUNTY OF INGLIS COVERED BY
SUBDIVISION CERTIFICATE
DATED**

Grass:

- Should be kept mown (as a guide grass should be kept to no more than 100mm in height)
- Leaves and vegetation debris should be removed.

The owner of the Lot burdened is bound to comply with the requirements of any notice issued pursuant to s.66 of the Rural Fires Act 1997 that relates to the maintenance and clearing of vegetation deemed to be a hazard within the land affected by the Positive Covenant.

All costs associated with the maintenance of the Inner Protection Area shall be borne the registered proprietor of the Lot burdened.

4. Terms of Restriction on the Use of Land ninthly referred to in the plan.

No external walls of a building capable of habitation shall be erected or permitted to remain on the Lot burdened unless the walls of that building are located entirely within the building envelope designated 'M' within the Lots burdened.

5. Terms of Restriction on the Use of Land tenthly referred to in the plan

The dedication of any future road shall not be permitted or approved between south eastern end of Valley Drive as dedicated in the plan and the boundary of Lot 1 DP 236470.

6. Terms of Restriction(s) on the Use of Land eleventhly referred to in the plan.

- a) No dwelling shall be erected on the lot hereby burdened unless the said dwelling shall be constructed of wholly new materials.
- b) No previously erected dwelling house shall be partly or wholly moved, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- c) No dwelling house erected on any lot burdened shall have a roof of materials other than cement tiles, terra cotta tiles or materials shaped, surfaced or a facsimile of a tile or metal sheeting unless such metal sheeting is finished in "colorbond" or similar permanent colouring process.
- d) No garage or other out building shall be erected of materials other than in the same material as the dwelling or of metal sheeting finished in "colorbond" or similar permanent colouring process. and shall have an area not exceeding 45 metres squared including any attached carport.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, POSITIVE COVENANTS & RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED & RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Page 6 of 9

PLAN

DP 1266308

**PLAN OF SUBDIVISION OF LOT 45 IN
DP 1014182, PARISH OF TAMWORTH,
COUNTY OF INGLIS COVERED BY
SUBDIVISION CERTIFICATE
DATED**

- e) No structure of a temporary character including a tent, shack, garage, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.
- f) No noxious, noisesome or offensive occupation, trade, business manufacture or home industry shall be conducted or carried out on any lot burdened.
- g) No fence shall be erected or permitted to remain on any lot burdened between the street frontage and the building line adopted by Tamworth Regional Council.

7.0 Terms of Restriction on the Use of Land twelfthly referred to in the plan.

- a) No fence shall be erected on any of the lots unless it is of a metal sheeting finished in "colorbond" or similar permanent colouring process, brick or tilt panel.

No fence shall be erected on any lot burdened to divide it from any adjoining lot or lots owned by Maxus Developers Pty Limited ACN 621 198 703 without the prior written consent of Maxus Developers Pty Limited ACN 621 198 703 their successors or assigns other than purchasers on sale, but consent shall not be withheld if such fence is erected without expense to Maxus Developers Pty Limited ACN 621 198 703 their successors or assigns. In favour of any person dealing with the Transferee from either Maxus Developers Pty Limited ACN 621 198 703 their successors or assigns consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietors of any lot burdened, their executors, administrators and assigns only during the ownership of the said adjoining land by Maxus Developers Pty Limited ACN 621 198 703 their successors or assigns other than purchasers on sale.

Name of person or authority empowered to release vary or modify the Restriction(s) on the Use of the Land numbered 11 & 12 in the plan.

Maxus Developers Pty Limited ACN 621 198 703 their successors or assigns other than purchasers on sale so long as Maxus Developers Pty Limited ACN 621 198 703 remains the registered proprietors of any land having the benefit of the restrictions (including any Lots created on later subdivision) and when Maxus Developers Pty Limited ACN 621 198 703, their successors or assigns other than purchasers on sale shall no longer be the registered proprietor of any land in the subdivision (including Lots created on later subdivisions) then thereafter, by the registered proprietors for the time being of the Lots having a common boundary with the subject Lot PROVIDED that after a period of twenty years (20) from the date of registration of this Plan of Subdivision these restrictions shall cease to apply to any Lot burdened.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, POSITIVE COVENANTS & RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED & RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

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PLAN

DP 1266308

**PLAN OF SUBDIVISION OF LOT 45 IN
DP 1014182, PARISH OF TAMWORTH,
COUNTY OF INGLIS COVERED BY
SUBDIVISION CERTIFICATE
DATED**

Name of person or authority empowered to release vary or modify the Positive Covenant numbered 8 & Restriction on the Use of Land numbered 9 & 10 in the plan.

Tamworth Regional Council

Any release, variation, or modification of these restrictions and positive covenant shall be made and done in all respects at the cost and expense of the person, or persons, requesting same.

Executed on behalf of **TAMWORTH
REGIONAL COUNCIL** by its duly
Authorised Delegate pursuant to s.377
Local Government Act 1993

I certify that I am an eligible witness and that
and that the delegate signed in my presence

.....
Print Name of Delegate

.....
Signature of Witness

.....
Signature of Delegate

.....
Name of Witness

.....
Authority of Delegate

Tamworth Regional Council
Ray Walsh House
Peel Street
Tamworth NSW 2340

Address of Witness

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, POSITIVE COVENANTS &
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED &
RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

Page 8 of 9

PLAN

DP 1266308

**PLAN OF SUBDIVISION OF LOT 45 IN
DP 1014182, PARISH OF TAMWORTH,
COUNTY OF INGLIS COVERED BY
SUBDIVISION CERTIFICATE
DATED**

Executed by **MAXUS DEVELOPERS Pty
Limited** ACN 621 198 703 in accordance with
Section 127 of the Corporations Act 2001

.....
PUNIT BARASIA
Director

.....
POOJA BARASIA
Director

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, POSITIVE COVENANTS & RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED & RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Page 9 of 9

PLAN

DP 1266308

**PLAN OF SUBDIVISION OF LOT 45 IN
DP 1014182, PARISH OF TAMWORTH,
COUNTY OF INGLIS COVERED BY
SUBDIVISION CERTIFICATE
DATED**

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

.....
Signature of Witness

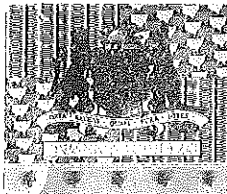
.....
Signature of Attorney

.....
Name of Witness

.....
Name and Title of Attorney

.....
Address of Witness

BOX 1W
(AP716311)



NEW SOUTH WALES

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900



TORRENS TITLE REFERENCE

45/1014182

EDITION

10

DATE OF ISSUE

27/11/2019

CERTIFICATE AUTHENTICATION CODE

VFWM-SX-T9TZ

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL



LAND

LOT 45 IN DEPOSITED PLAN 1014182

AT EAST TAMWORTH.

LOCAL GOVERNMENT AREA: TAMWORTH REGIONAL.

PARISH OF TAMWORTH COUNTY OF INGLIS

TITLE DIAGRAM: DP1014182

FIRST SCHEDULE

MAXUS DEVELOPERS PTY LTD

(T AP716311)

SECOND SCHEDULE

1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2. M605270 EASEMENT FOR TRANSMISSION LINE 30.48 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3. DP1010266 EASEMENT TO DRAIN WATER 3.345 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
4. DP1010266 EASEMENT TO DRAIN SEWAGE 3.345 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
5. AH401553 EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION AFFECTING THE SITE DESIGNATED (A) IN PLAN WITH AH401553
6. AH401553 EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE AFFECTING THE SITE DESIGNATED (B) IN PLAN WITH AH401553

**** END OF CERTIFICATE ****

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.141 REAL PROPERTY ACT).

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

Sheet 1 of 7

Lengths are in metres

PART 1

DP1014182

Subdivision of Lot 3 in DP 1010266, Lot 1
in DP 728415 and Lot 10 in DP 846872
covered by Council Subdivision
Certificate No 14 of 2000.

Full name and address of
the proprietor of the land being
Lot 3 in DP 1010266 and Lot 1 in DP 728415

**EAST POINT ESTATE PTY LIMITED
ACN 001 444 293 of
10 Arunta Place, Tamworth,**

Full name and address of the
proprietor of the land being Lot 10
in DP 846872

**WARWICK DONALD BENNET,
MARGARET HELEN BENNET,
JOHN DONALD TAYLOR,
CATHERINE TAYLOR, MOGUL
INDUSTRIES PTY LIMITED (ACN
000 873 852) AND L & B PTY
LIMITED (ACN 000 405 425) of C/- 10
Arunta Place, Tamworth**

1. Identity of easement firstly
referred to in the abovementioned
plan

Easement to Drain Water and Services
4.5 and 7 wide

Schedule of Lots etc. affected

Lots Burdened

Lots and authority benefited

Lot 40

Lot 1 in DP 1010266 and Tamworth City
Council

2. Identity of easement secondly
referred to in the abovementioned
plan

Easement to Drain Sewage 4.5 and 7
wide

Schedule of Lots etc. affected

Lots Burdened

Lots and authority benefited

Lot 40

Lot 1 in DP 1010266 and Tamworth City
Council

W.D. Bennet
M.H. Bennet
J.D. Taylor
C. Taylor

John P. Lyon

W.D. Bennet
M.H. Bennet
J.D. Taylor
C. Taylor

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

Sheet 2 of 7

Lengths are in metres

DP1014182

Subdivision of Lot 3 in DP 1010266, Lot 1
in DP 728415 and Lot 10 in DP 846872
covered by Council Subdivision
Certificate No 14 of 2000.

3. Identity of restrictions thirdly
referred to in the abovementioned
plan

Right of Carriageway 4.5 and 7 wide

Schedule of Lots etc. affected

Lots Burdened

Lot 40

Lots and authority benefited

Lot 1 in DP 1010266 and Tamworth City
Council

4. Identity of restrictions fourthly
referred to in the abovementioned
plan

Restriction on the use of Land. (Building
Envelope) (H)

Schedule of Lots etc affected

Lots Burdened

Lots 40, 41 and 42

Lots and authority benefited

Tamworth City Council

5. Identity of restriction fifthly
referred to in the abovementioned
plan

Restriction of the use of Land (Building
Envelope) (J)

Schedule of Lots etc affected


Lots Burdened

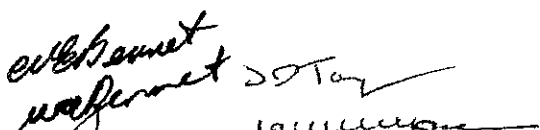
Lot 40

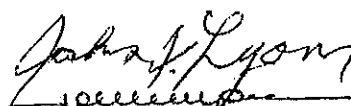
Lots and authority benefited

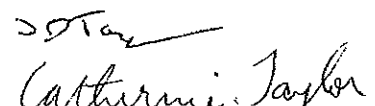
Tamworth City Council

6. Identity of restriction sixthly


H. Benn


Catherine Taylor


John J. Lyons


Catherine Taylor

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

Sheet 3 of **7**

Lengths are in metres

DP1014182

Subdivision of Lot 3 in DP 1010266, Lot 1
in DP 728415 and Lot 10 in DP 846872
covered by Council Subdivision
Certificate No 14 of 2000.

referred to in the abovementioned
plan

Restriction(s) on the use of land.

Schedule of Lots etc. affected

Lots Burdened

Lots, name of road or authority benefited

Lots 40, 41, 42 & 44

Lot 43 and Lot 45

PART 2

1. Terms and Restrictions On the Use of Land (Building Envelope) fourthly referred
to in the abovementioned plan

No main building or building to which it is intended to connect the sewer shall be
erected other than in the building envelope marked "H".

2. Terms and Restrictions On the Use of Land (Building Envelope) fifthly referred to
in the abovementioned plan

For the purpose of this clause "drainage flow" is that drainage that results from a 1
in 100 year storm.

- (a) No building shall be constructed on lot 40 so as to obstruct or divert the
drainage flow.
(b) No building shall be constructed on Lot 40 unless the habitable floor area
shall be 300 millimetres above the level of the drainage flow.

3. Terms of Restrictions On the Use of Land sixthly referred to in the
abovementioned plan

*all Benoit
has Benoit
DOTay
[Signature]*

*John F. Lyon
[Signature]*

*[Signature]
L. Ben
DOTay
Catherine Taylor*

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

Sheet 4 of 7

Lengths are in metres

DP1014182

Subdivision of Lot 3 in DP 1010266, Lot 1
in DP 728415 and Lot 10 in DP 846872
covered by Council Subdivision
Certificate No 14 of 2000.

- (a) For the benefit of any adjoining land owned by the registered proprietor during the ownership thereof by the registered proprietor its successors and assigns other than Purchasers on sale no fence shall be erected on any lot burdened to divide the same from such adjoining land without the consent of the registered proprietor but such consent shall not be withheld if such fence is erected without expense to the registered proprietor and in favour of any person dealing with the registered proprietor such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (b) No fence shall be erected on any lot burdened closer to the frontage than 4.5 metres, unless such fence be first approved in writing by East Point Estate Pty Limited. Approval will not be unreasonably withheld in respect of a fence that,
- i. contains no metal sheeting, whether finished with a permanent colouring process, or otherwise
 - ii. is of treated, painted or stained timber, excluding plain paling construction
 - iii. is of lapped and capped timber paling construction
 - iv. is of, or a combination of brick, brick and timber, metal bars or wrought iron
 - v. is of brush, tea tree, bark, or similar material.
- (c) No fence of metal sheeting, whether finished with a permanent colouring process or otherwise, shall be erected upon Lot 40 to divide the same from Lot 1 in DP 1010266.
- (d) No roof of any main building or outbuilding shall be of metal unless such metal is finished with a permanent colouring process, commonly referred to as "colourbond".
- (e) No building, or buildings, shall be erected on any lot burdened with external walls of metal sheeting. However, nothing in this clause shall prevent the erection of a garden shed or the like, with a floor area not exceeding 9 square metres with external walls of "colourbond" or similar permanent colouring process.

*exhibit
attached*

[Signature]

[Signature]

[Signature]
L. Benn
14.11

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

Sheet 5 of 7

Lengths are in metres

DP1014182

Subdivision of Lot 3 in DP 1010266, Lot 1
in DP 728415 and Lot 10 in DP 846872
covered by Council Subdivision
Certificate No 14 of 2000.

- (f) No strata units or residential flat building shall be erected upon any lot burdened, provided that a single dwelling may incorporate a separate domicile for a related person.

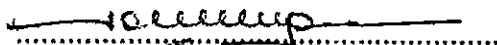
Name of person empowered to release, vary or modify the restrictions thirdly referred to in the abovementioned plan

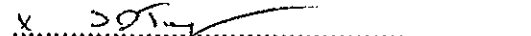
East Point Estate Pty Limited or such other persons, company, or companies nominated by it under its Common Seal for that purpose, and if East Point Estate Pty Limited shall no longer be in existence or shall not be the registered proprietor of any of the land comprised in the plan of subdivision and there shall be no such person, company, or companies so nominated, then the persons for the time being registered as the proprietors of the land in the plan of subdivision having common boundaries with the land burdened with the covenant.

Any release, variation, or modification, of these restrictions shall be made and done in all respects at the cost and expense of the person, or persons, requesting same.

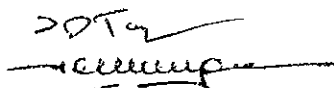
THE COMMON SEAL of EAST POINT
ESTATE PTY LIMITED ACN 001 444 293
was hereunto affixed in the presence of:

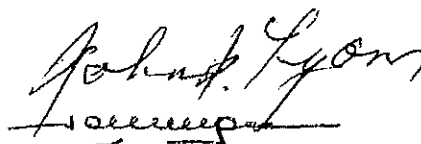




Secretary

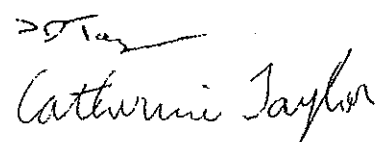

Director


Elizabeth Bennett


Director


John L. Lyons


Elizabeth Bennett


Catherine Taylor

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

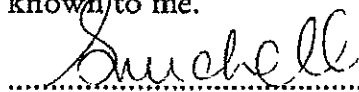
Sheet 6 of 7

Lengths are in metres

DP1014182

Subdivision of Lot 3 in DP 1010266, Lot 1
in DP 728415 and Lot 10 in DP 846872
covered by Council Subdivision
Certificate No 14 of 2000.

Signed in my presence by Warwick
Donald Bennet who is personally
known to me.


.....

Signature of Witness

SIMONE MICHELL
.....

Name of Witness (Block Letters)

430 PEEL ST, TAMWORTH
.....

Address & Qualification of Witness

Signed in my presence by Margaret
Helen Bennet who is personally
known to me.


.....

Signature of Witness

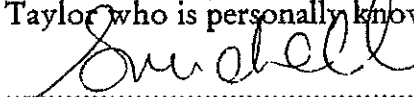
SIMONE MICHELL
.....

Name of Witness (Block Letters)

430 PEEL ST, TAMWORTH
.....

Address & Qualification of Witness

Signed in my presence by John Donald
Taylor who is personally known to me.


.....

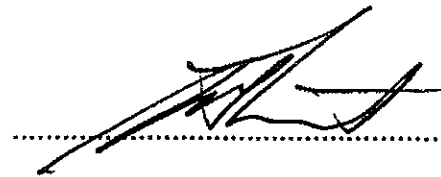
Signature of Witness

SIMONE MICHELL
.....

Name of Witness (Block Letters)

430 PEEL ST, TAMWORTH
.....

Address & Qualification of Witness


.....


.....


.....

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

Sheet 7 of 7

Lengths are in metres

DP1014182

Subdivision of Lot 3 in DP 1010266, Lot 1
in DP 728415 and Lot 10 in DP 846872
covered by Council Subdivision
Certificate No 14 of 2000.

Signed in my presence by Catherine
Taylor who is personally known to me.

Simone Mitchell
.....

Signature of Witness

SIMONE MICHELL
.....

Name of Witness (Block Letters)

430 PEEL ST, TAMWORTH
.....

Address & Qualification of Witness

Catherine Taylor
.....

THE COMMON SEAL of MOGUL
INDUSTRIES PTY LIMITED ACN 000 873 852
was hereunto affixed in the presence of:



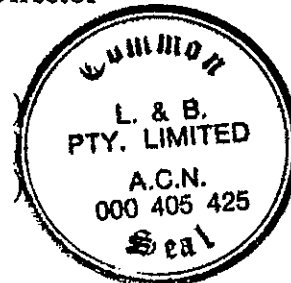
W Bennett
.....

Secretary

W Bennett
.....

Director

THE COMMON SEAL of L & B PTY
LIMITED ACN 000 405 425 was hereunto
affixed in the presence of:



W Bennett
.....

Secretary

John F. Lyons
.....

Director

Consent of Commonwealth Bank.

Signed at TAMWORTH the 14th day of
APRIL 2000 For Commonwealth
Bank of Australia A.C.N. 123 123 124 by its
duly appointed Attorney under Power of
Attorney No. 4043 No. 618

Witness *John F. Lyons*

M 605270

RECORDED

5 APR 1972

A - -

CONVEYANCING ACT, 1919-1964
REAL PROPERTY ACT, 1900
72 FEB 8 AM 10:43
NOTICE OF RESUMPTION OF LAND SUBJECT TO THE PROVISIONS
OF REAL PROPERTY ACT, 1900

W \$ 72.00 ✓

paid by misc
payment voucher
7.2.77

I, JOHN WALTER HENRY State Crown Solicitor's Office,
DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is
a true copy of the Gazette Notification contained in the Government Gazette
dated the 5th November, 1971 an easement or right to use
declaring that/the land
therein described being (inter alia) the land mentioned in the
Schedule hereunder written

in so far as the land mentioned in the Schedule hereunder written is concerned
said Notification/as if the same were a Memorandum of Transfer of ~~land~~

such easement ~~(the land described)~~
duly executed under the Real Property Act 1900, and I HEREBY CERTIFY that
this instrument is correct for the purposes of the Real Property Act, 1900, AND
I FURTHER CERTIFY that I was appointed by ~~writing dated~~ the Governor-
in-Council (being the Resuming Authority) on the
25th November 1970 ~~by~~

to sign this Certificate on behalf of the ~~said~~ Governor-in-Council
and that I have received no notice or information of the revocation of such
appointment.

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. Lot 5	(being the land shown in plan annexed hereto marked "A")	Deposited Plan No. 227980	PART	10280	228 ✓
Pt. Lot 8	(being the land shown in plan annexed hereto marked "B")	Deposited Plan No. 227980	PART	10280	231 ✓
Pt. Lot 4	(being the land shown in plan annexed hereto marked "C")	Deposited Plan No. 236470	PART	11481	151 ✓
Pt. Lot 3	(being the land shown in plan annexed hereto marked "D")	Deposited Plan No. 236470	PART	10920	52 ✓
		<u>Parish</u> <u>County</u>			
Pt. Por. 135	Tamworth	Inglis	PART	4060	5 ✓
Pt. Por. 127	Tamworth	Inglis	PART	4088	21 ✓
	(being the land shown in plan annexed hereto marked "E")				

Dated this First day of December 19 71.

SIGNED by the said
JOHN WALTER HENRY in the
presence of

etc & adet

THE REGISTRAR GENERAL,
SYDNEY.

John Henry
.....

B

16060-5

Municipality of
City of Tamworth

THE ELECTRICITY COMMISSION OF N.S.W.

TAMWORTH-BUNDARRA

66 KV. TRANSMISSION LINE

PLAN

SHOWING SITE OF EASEMENT ~~PROPOSED HERE~~ ACQUIRED FOR TRANSMISSION LINE

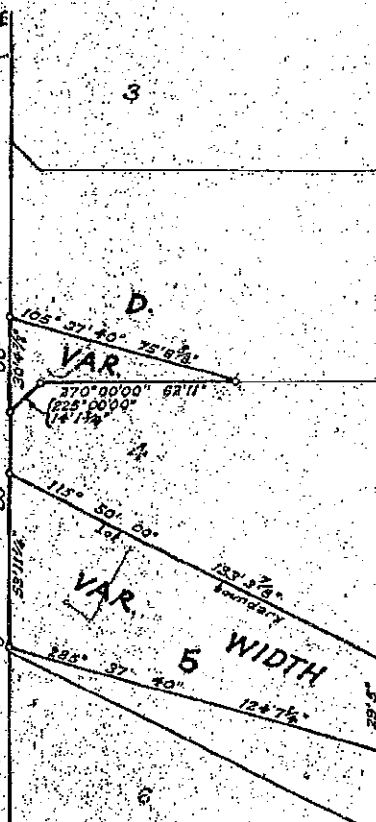
Parish of Tamworth County of Inglis

Scale: 40 feet to an inch

EASEMENT FOR TRANSMISSION LINE
RESUMED BY NOTIFICATION IN GAZETTE
OF 5.11.71 No. 129 VOL 10 4279

STREET

66' Wide
HALL



227980

Lots 5 & 8, D.P. 227980 - Mostyn Vale Pastoral Company Pty. Limited
C.T. Vol. 10280 Fol's 228 & 231 respectively

LONGE WITH DEARING

Date: 18.5.1971

Field Book No. 1107

Surveyor Registered under The Surveyors Act, 1929, as amended

P.10369

Municipality of
City of Tamworth

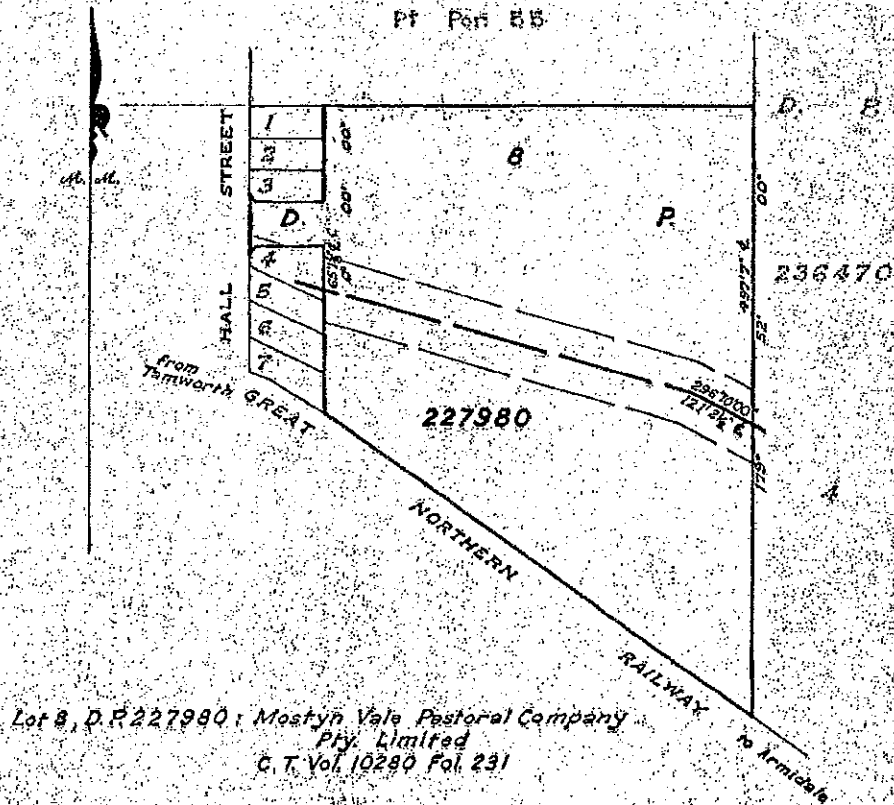
THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH - BUNDARRA
66 KV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT ~~PROPOSED TO BE~~ ACQUIRED FOR TRANSMISSION LINE

Parish of Tamworth County of Inglis

Scale: 200 feet to an inch

EASEMENT FOR TRANSMISSION LINE
RESUMED BY NOTIFICATION IN GAZETTE
OF 5-11-71 No. 129 FOLIO 4279



Centre Line of transmission line as constructed
shown thus ----- forms centre
line of easement 100 feet wide.

LODGE WITH DEALING

Date: 1/3/1971
Field Book No. 1107

Surveyor Registered under The Surveyors Act, 1929, as amended

P. 10370

Municipality of
City of Tamworth

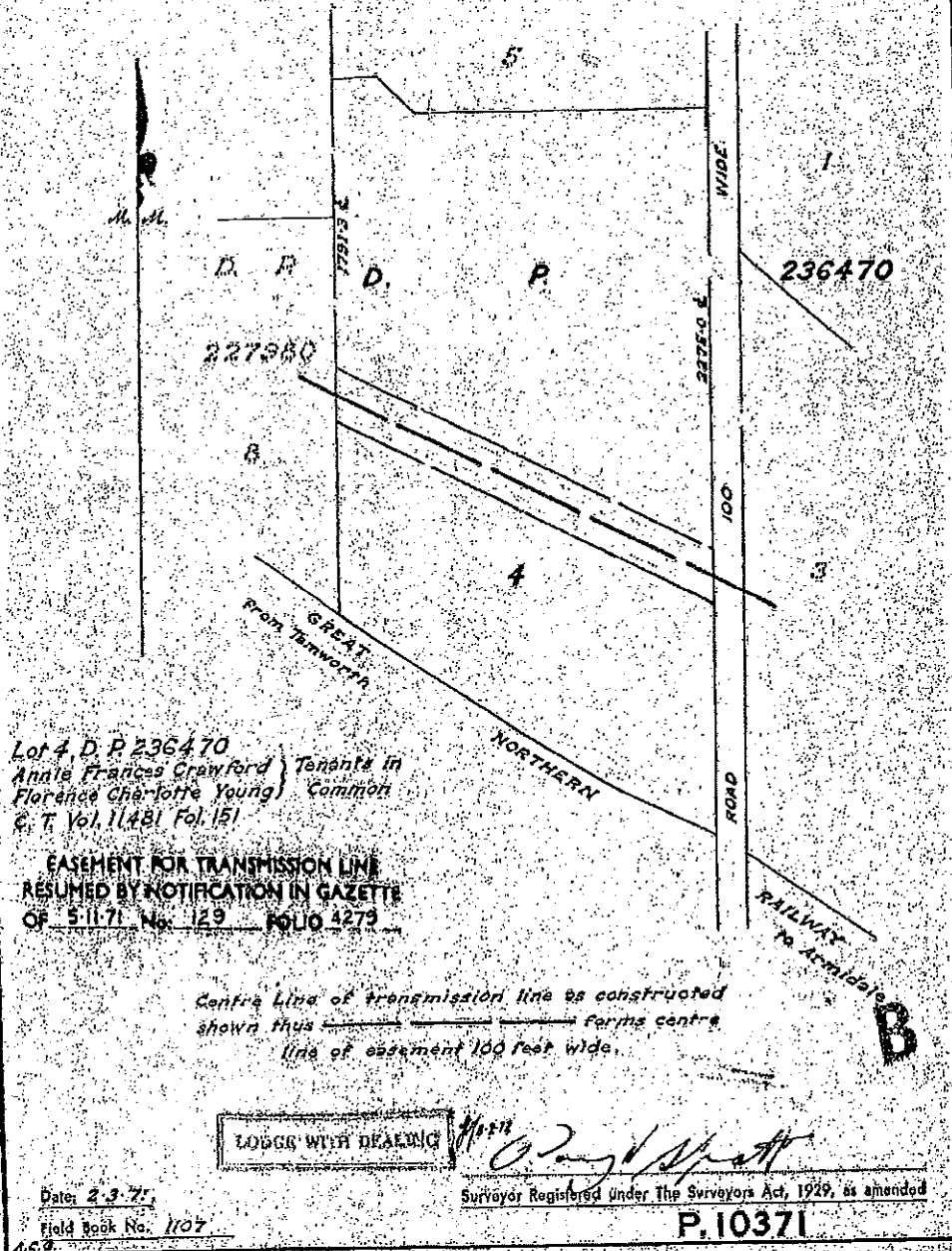
C 52

THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH - BUNDARRA
66 kV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT ~~PROPOSED TO BE~~ ACQUIRED FOR TRANSMISSION LINE

Parish of Tamworth County of Inglis

Scale: 4 chains to an inch



COMMISSION OF N.S.W.

BUNDARRA

MISSION LINE

IN

LINE ACQUIRED FOR TRANSMISSION LINE

County of Inglis

to an Inch

"D" (5E)

236470

2

to Armidale

RAILWAY

NORTHERN

MAIN

Centre line of transmission line as constructed
shown thus ————— forms centre
line of easement 100 feet wide.

[Signature]
Surveyor Registered under The Surveyors Act, 1929, as amended

P.10372

Municipality of
City of Tamworth

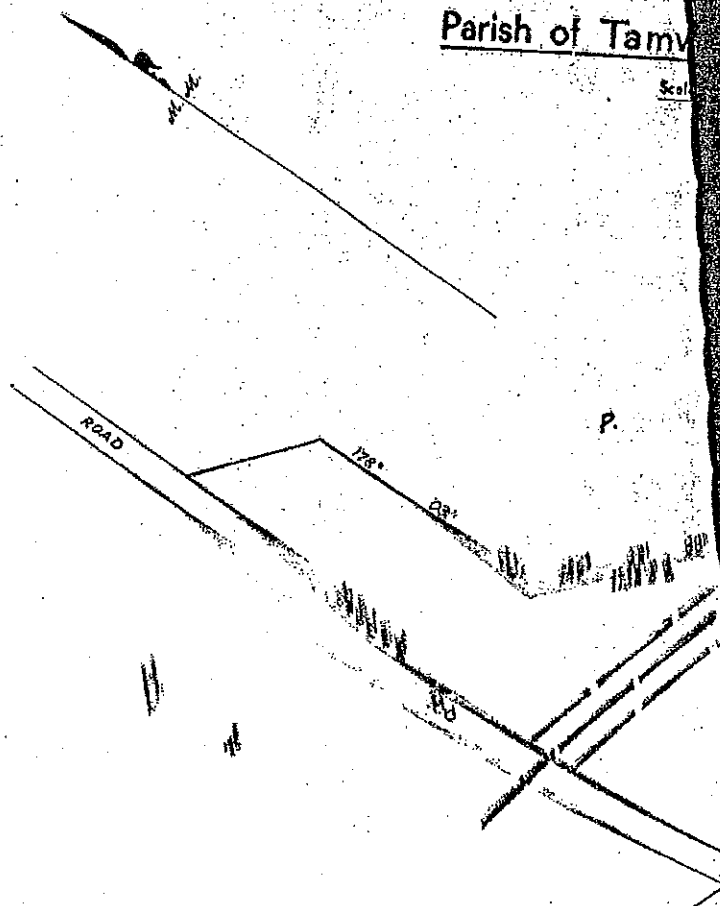
EASEMENT FOR TRANSMISSION LINE
RESUMED BY NOTIFICATION IN GAZETTE
OF 5.11.71 No. 129 POLIO 4279

THE ELECTRICITY
TAMWORTH
66 kV.

SHOWING SITE OF EASEMENT

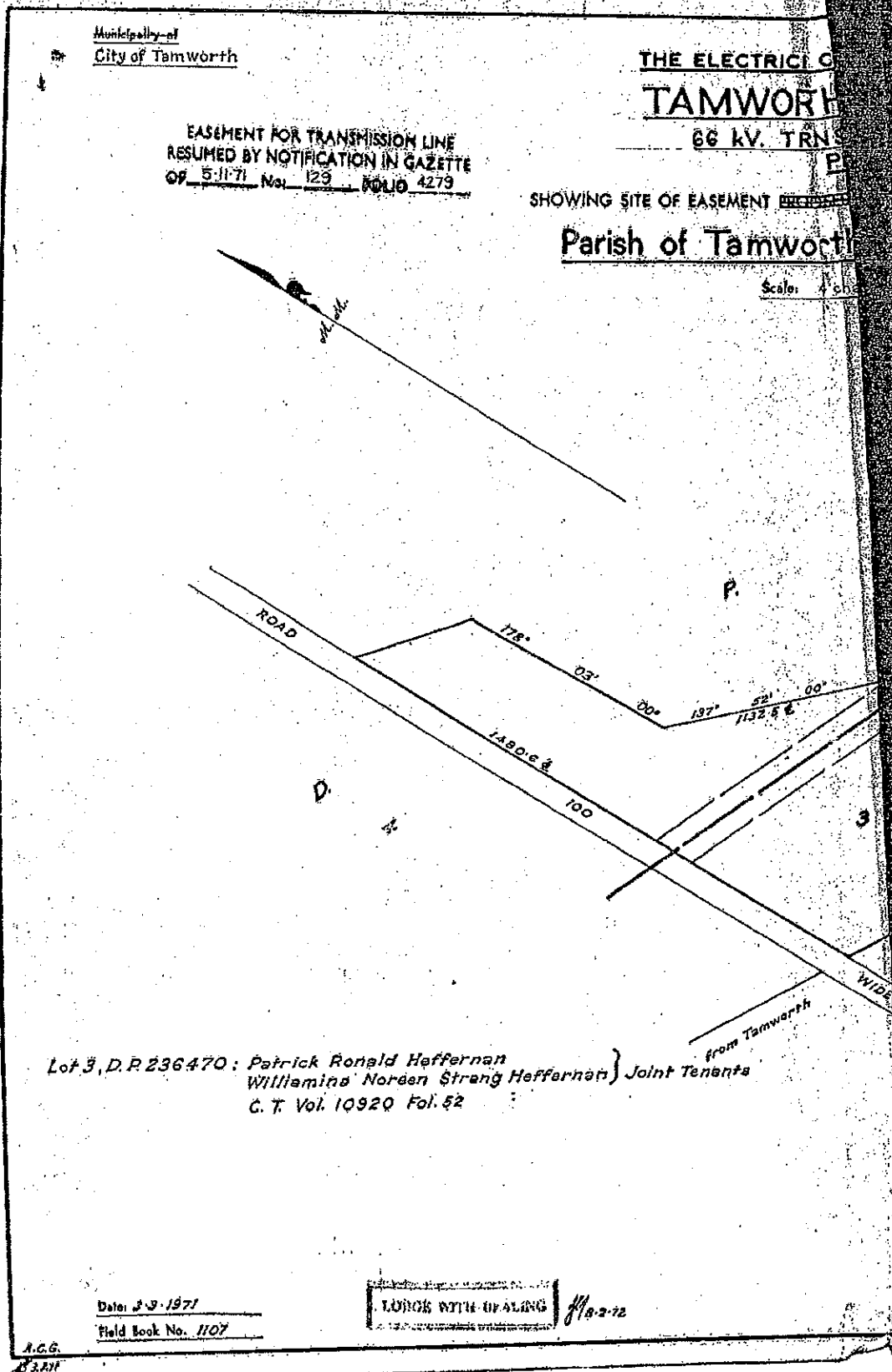
Parish of Tamworth

Scale



Joint Tenants
M. H. HARRISON & SONS LTD.
M. H. HARRISON & SONS LTD.
M. H. HARRISON & SONS LTD.

18/11/71



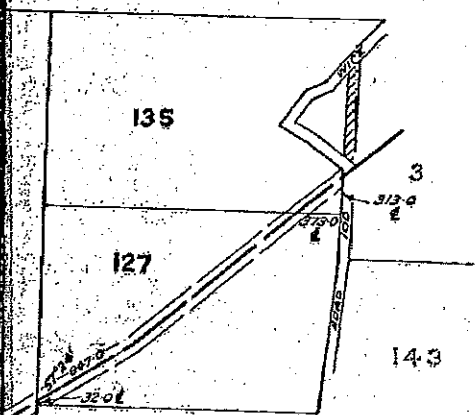
COMMISSION OF N.S.W.
 BUNDARRA
 MISSION LINE

IN

ACQUIRED FOR TRANSMISSION LINE

County of Inglis

to an inch



Por. 269 : Francis Daniel Cleary
 Cn. L. 12/2 Tamworth

Por. 135 : Francis Daniel Cleary (Rep. Own)
 Commissioners of the Government
 Savings Bank of N.S.W. (Reg. Prop.)
 C. G. Vol. 4060 Fol. 5

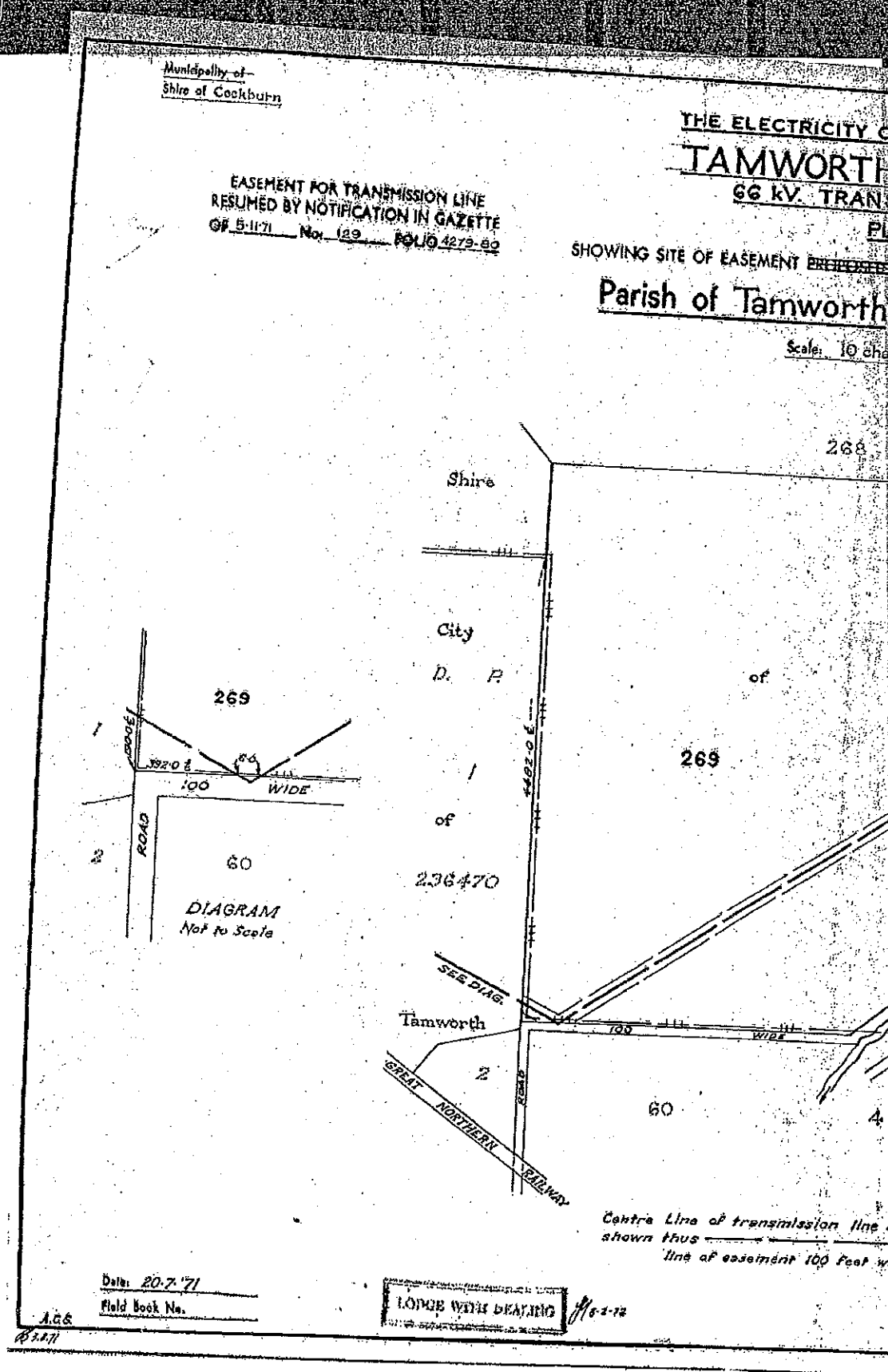
Por. 127 : Francis Daniel Cleary (Rep. Own)
 Commissioners of the Government
 Savings Bank of N.S.W. (Reg. Prop.)
 C. G. Vol. 4088 Fol. 21

constructed
 from centre

Compilation - Survey Branch

Surveyor Registered under the Surveyors Act 1932

P. 10690



[Published in Government Gazette No. 189 of 6th November, 1971.]

**ELECTRICITY COMMISSION ACT, 1950, AS AMENDED.
—THE PUBLIC WORKS ACT, 1912, AS AMENDED
TAMWORTH-BUNDABERG 65KV TRANSMISSION LINE**

Acquisition of Easement

APPLICATION by the Electricity Commission of New South Wales having been made that an easement or right to use the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912, as amended, for the purpose aforesaid; and it is hereby further notified that the said easement or right is vested in the Electricity Commission of New South Wales.

Dated at Sydney, this 27th day of October, 1971.

(L.S.)

A. R. CUTLER, Governor,
By His Excellency's Command,
P. H. MORTON, Minister for Local Government,

SCHEDULE

All that piece or parcel of land situate in the City of Tamworth, Parish of Tamworth and County of Ingalls, being part of lot 4, Deposited Plan 227980 (vol. 10280, fol. 228); Commencing on the eastern side of Hall Street at the northernmost corner of the said lot 5; and bounded thence on the northeast by the northeastern boundary of that lot bearing 115 degrees 50 minutes 133 feet 34 inches to the northeastern corner of the said lot 5; on the east by part of the eastern boundary of that lot bearing 180 degrees 25 feet 5 inches; on the southwest by a line bearing 285 degrees 37 minutes 40 seconds 124 feet 74 inches to the said eastern side of Hall Street and on the west by that side of that street bearing 360 degrees 53 feet 114 inches to the point of commencement, and said to be in the possession of Mostyn Vale Pastoral Company Pty Limited (P. 10369) (SA).

Also, all that piece or parcel of land situate in the City of Tamworth, Parish of Tamworth and County of Ingalls, being part of lot 8, Deposited Plan 227980 (vol. 10280, fol. 231); Commencing on the eastern side of Hall Street at the westernmost northwestern corner of lot 4, Deposited Plan 227980; and bounded thence on the west by that side of that street bearing 360 degrees 30 feet 47 inches; on the northeast by a line bearing 105 degrees 37 minutes 40 seconds 75 feet 84 inches to the generally northern boundary of the said lot 4; and generally on the south by that boundary bearing successively 270 degrees 62 feet 11 inches and 225 degrees 14 feet 14 inches to the point of commencement, and said to be in the possession of Mostyn Vale Pastoral Company Pty Limited (P. 10369) (SA).

Also, all that piece or parcel of land situate in the City of Tamworth, Parish of Tamworth and County of Ingalls, being that part of lot 8, Deposited Plan 227980 (vol. 10280, fol. 231), lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects

the eastern boundary of lot 4, Deposited Plan 227980 at a point bearing 180 degrees and distant 65 feet 14 inches from the northeastern corner of the said lot 4, and thence bears southeasterly through a point on the eastern boundary of the said lot 8 bearing 179 degrees 52 minutes and distant 497 feet 7 inches from the northeastern corner of that lot, and said to be in the possession of Mostyn Vale Pastoral Company Pty Limited (P. 10370) (SC).

Also, all that piece or parcel of land situate in the City of Tamworth, Parish of Tamworth and County of Ingalls, being that part of lot 4, Deposited Plan 226470 (vol. 11481, fol. 131), lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the western boundary of the said lot 4 at a point distant 1,791.5 links southerly from the northwestern corner of that lot, and thence bears southeasterly through a point on the eastern boundary of the said lot 4 distant 2,275 links southerly from the northeastern corner of that lot, and said to be in the possession of Annie Frances Crawford and Florence Charlotte Young (P. 10371) (SD).

Also, all that piece or parcel of land situate in the City of Tamworth, Parish of Tamworth and County of Ingalls, being that part of lot 3, Deposited Plan 226470 (vol. 10920, fol. 32), lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the western boundary of the said lot 3 at a point distant 1,480.6 links southerly from the northernmost corner of that lot, and thence bears southeasterly through a point on the generally northeastern boundary of the said lot 3 bearing 137 degrees 52 minutes and distant 1,132.5 links from the angle formed in that boundary by lines bearing successively 178 degrees 3 minutes and 137 degrees 52 minutes, and said to be in the possession of Patrick Ronald Heffernan and Williamina Noreen Strang Heffernan (P. 10372) (SE).

Also, all that piece or parcel of land situate in the City of Tamworth, Parish of Tamworth and County of Ingalls, being that part of lot 1, Deposited Plan 226470, being also part of Reserve 6742 for Public Recreation, an addition notified on the 20th December, 1968, lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the generally southwestern boundary of the said lot 1 at a point bearing 137 degrees 52 minutes and distant 1,132.5 links from the angle formed in that boundary by lines bearing successively 178 degrees 3 minutes and 137 degrees 52 minutes, and thence bears southeasterly through a point on the eastern boundary of the said lot 1 bearing successively 5 minutes 100.1 links and 19 minutes 190 links from the easternmost southeastern corner of that lot (P. 10373) (SE).

And also, all that piece or parcel of land situate in the Shire of Cuckburn, Parish of Tamworth and County of Ingalls, being that part of portions 269, (Crown lease 12-3, Tamworth), 135 (vol. 4068, fol. 57) and 127 (vol. 4088, fol. 21), lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the western boundary of the said portion 269 at a point distant 190 links northerly from the southwestern corner of that portion, and thence bears generally northeasterly through a point on the eastern boundary of the said portion 135 distant 313 links northerly from the southernmost southeastern corner of that portion, and said to be in the possession of Francis Daniel Cleary and others (P. 10690) (SO). (File 11039, Schedule 520) (451)

V. C. N. Blight, Government Printer, New South Wales—1971

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness *at Gadel*

M605270

G #72 (vols)

No. _____

LODGED by

State Crown Solicitor,
237 Macquarie Street,
Sydney

NOTICE OF RESUMPTION
Licence for Transmission Ltd.

Passed in SDB

11/12

118

M.P.D. 1915

Particulars entered in Register Book,

Vol. 4060	Fol. 5
VOL. 4088	FOL. 21
VOL. 10280	FOL. 228
VOL. 10230	FOL. 231
VOL. 10920	FOL. 52
VOL. 11481	FOL. 151

No recording of this resumption has
been made on Crown grants

~~VOL. 4060 FOL. 5~~
~~VOL. 4088 FOL. 21~~
and Certificates of Title
~~VOL. 10280 FOL. 228~~
~~VOL. 10230 FOL. 231~~
~~VOL. 10920 FOL. 52~~
~~VOL. 11481 FOL. 151~~


15th day of May 1972,
at _____ minutes

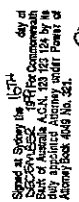
o'clock in the noon

Jawatson
REGISTRAR GENERAL.

Jawatson
Registrar General

SIGNATURE AND SEALS ONLY.


WARWICK BENNETT
DIRECTOR
16-24-2000

Stamp: 
Seal of the State of New South Wales
Department of Planning and Infrastructure
16-24-2000

WILLIE ROACH
DARREN JOHN WISSAM
16-24-2000

DP1010266

Registered 1:2000
CA. SEE CERTIFICATE
Title System. TORRENS
Purpose. SUBDIVISION
Ref Map. T9152-23, 51 & 52
Last Plan. DP 873384

PLAN OF SUBDIVISION OF LOT 7
IN D.P. 873384

Lengths are in metres. Reduction Ratio 1:2000
LGA. TAMWORTH CITY
Locality. EAST TAMWORTH
Parish. TAMWORTH
County. INGLIS

This is sheet 1 of my plan. D.P. 873384.

DAVID ANDREW LORD
of BATH STEWART ASSOCIATES PTY. LIMITED
PO BOX 409 DX 474 TAMWORTH 2340 PH (087) 43 5166
FAX (087) 43 5167
I, the undersigned, being a duly qualified Surveyor under the Survey Act, 1981, do hereby certify that this plan was made in accordance with the Survey Act, 1981, and that the land has been made in accordance with the Survey Act, 1981.

Signature David Lord
Surveyor registered under the Survey Act, 1981

Definitive Line of Ownership SSM 77591- SSM 77592
Zoning Urban

Plans used in preparation of survey/valuation.
D.P. 873384
D.P. 846872

PANEL FOR USE ONLY for statements of intention to dedicate public roads to create public reserves, drainage easements, restrictions on the use of land or positive covenants.

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

1. EASEMENT TO DRAIN WATER 3.345 WIDE & VARIABLE.
2. EASEMENT TO DRAIN SEWAGE 3.345 WIDE & VARIABLE.
3. RESTRICTIONS ON THE USE OF LAND.
4. RESTRICTION ON THE USE OF LAND (BUILDING ENVELOPE)

DATUM LINE OF AZIMUTH. SSM 77591 - SSM 77592

SURVEYORS (PRACTICE) REGULATION 1996, CLAUSE 32(2)

MARK	IS.G. CO-ORDINATES	NORTHING	EASTING	ZONE	ACC
SSM 77590	295 346.695	1557 460.560	56/1 4		
SSM 77591	295 294.394	1557 419.650	56/1 4		
SSM 77592	295 377.191	1557 341.368	56/1 4		
SSM 54012	295 203.047	1557 489.328	56/1 4		

SOURCE IS.G. CO-ORDINATES ADOPTED FROM DEPT CALM AS AT 1-9-1999 C.S.F. 0.959878

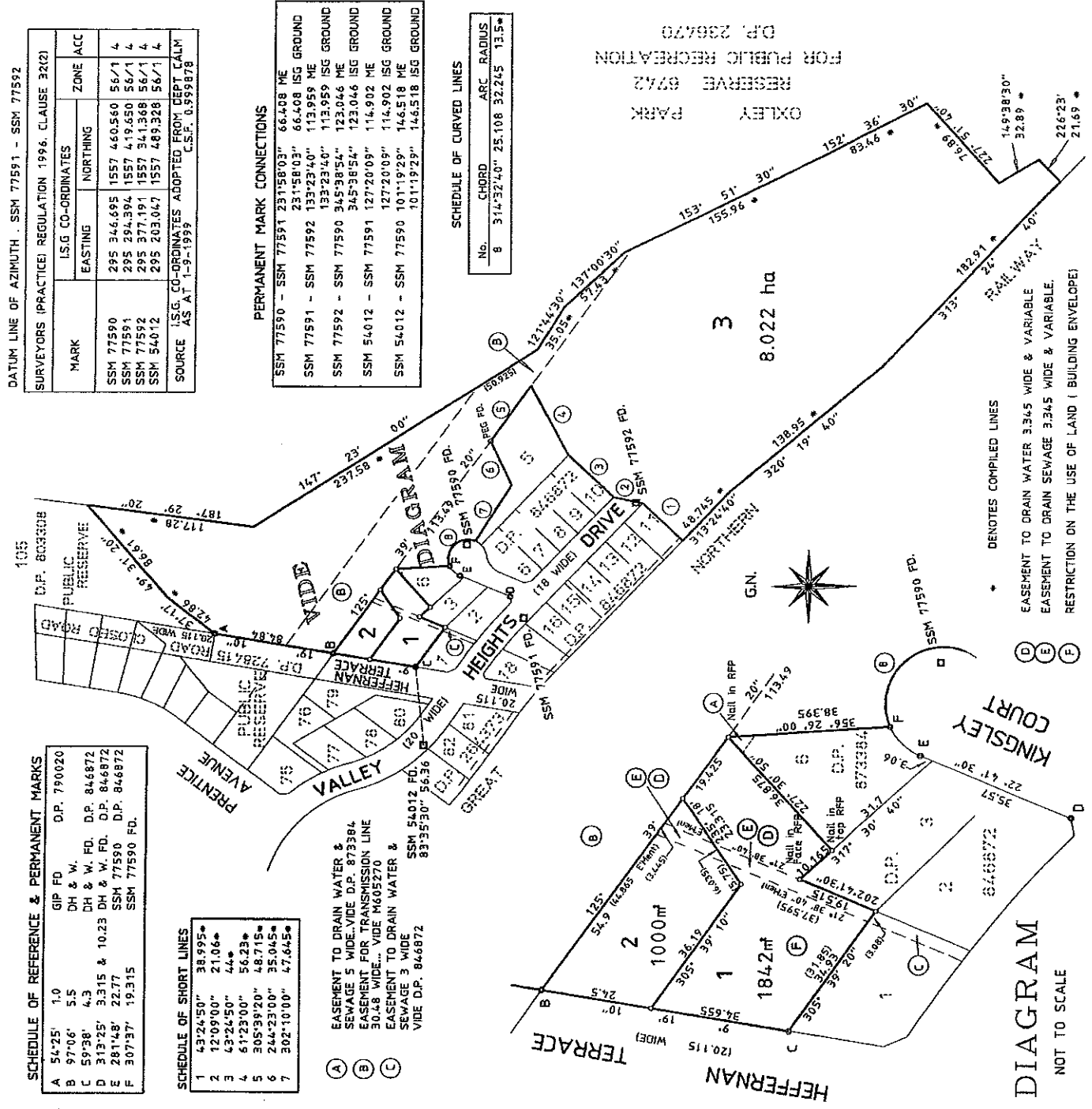
PERMANENT MARK CONNECTIONS

SSM 77590 - SSM 77591	231°58'03"	66.408 ME
SSM 77591 - SSM 77592	133°23'40"	113.959 ME
SSM 77592 - SSM 77590	345°38'54"	123.046 ME
SSM 54012 - SSM 77591	127°20'09"	114.902 ME
SSM 54012 - SSM 77590	101°19'29"	146.518 ME
SSM 54012 - SSM 77592	101°19'29"	146.518 ME

SCHEDULE OF CURVED LINES

No.	CHORD	ARC	RADIUS
8	314°32'40"	25.108	32.245 13.5*

FOR PUBLIC RECREATION
RESERVE 0742
OXLEY PARK
D.P. 236470



SCHEDULE OF REFERENCE & PERMANENT MARKS

	GIP FD	D.P. 790020
A	54°25'	1.0
B	97°06'	5.5
C	59°38'	4.3
D	31°25'	3.315 & 10.23
E	28°48'	22.77
F	307°37'	19.315

SCHEDULE OF SHORT LINES

1	43°24'50"	38.995*
2	12°09'00"	21.06*
3	43°24'50"	44*
4	61°23'00"	56.23*
5	305°39'20"	48.715*
6	244°23'00"	35.045*
7	302°10'00"	47.645*

- (A) EASEMENT TO DRAIN WATER & SEWAGE 5 WIDE VIDE D.P. 873384
- (B) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE M052270
- (C) EASEMENT TO DRAIN WATER & SEWAGE 3 WIDE VIDE D.P. 846872

- (D) DENOTES COMPILED LINES
- (E) EASEMENT TO DRAIN WATER 3.345 WIDE & VARIABLE
- (F) EASEMENT TO DRAIN SEWAGE 3.345 WIDE & VARIABLE
- (G) RESTRICTION ON THE USE OF LAND (BUILDING ENVELOPE)

DIAGRAM NOT TO SCALE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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

Sheet 1 of 4 sheets

Lengths are in metres

PART 1

DP1010266

Subdivision of Lot 7 in DP 873384
covered by Council Clerk's Certificate
No **321** of 1999.

Full name and address of
the proprietor of the land being
Lot 7 in DP 873384

EAST POINT ESTATE PTY LIMITED
ACN 001 444 293 of
10 Arunta Place, Tamworth,

1. Identity of easement firstly
referred to in the abovementioned
plan

Easement to Drain Water
3.345 wide & variable

Schedule of Lots etc. affected

Lots Burdened

Lots and authority benefited

Lot 1 & Lot 2

Lot 3 & Tamworth City Council

2. Identity of easement secondly
referred to in the abovementioned
plan

Easement to Drain Sewage 3.345 wide
& variable

Schedule of Lots etc affected

Lots Burdened


Lots and authority benefited

Lot 1 & Lot 2

Lot 3 & Tamworth City Council

3. Identity of restrictions thirdly
referred to in the abovementioned
plan

Restrictions on the use of land



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

Sheet 2 of 4 sheets

DP1010266

Subdivision of Lot 7 in DP 873384
covered by Council Clerk's Certificate
No **321** of 1999.

Schedule of Lots etc. affected

Lots Burdened

Lots, name of road or authority benefited

Lot 1 & Lot 2

Lot 3

4. Identity of restrictions fourthly
referred to in the abovementioned
plan

Restrictions on use of land
(Building Envelope)

Schedule of Lots etc affected

Lots Burdened

Lots, name of road or authority benefited

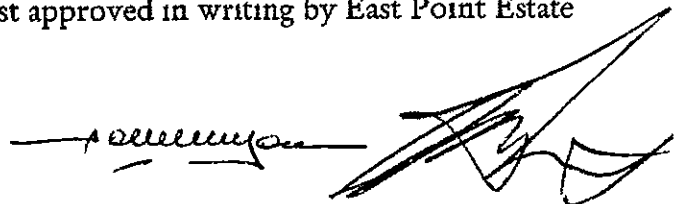
Lot 1

Tamworth City Council

PART 2

1. Terms of Restrictions On the Use of Land thirdly referred to in the
abovementioned plan

- (a) For the benefit of any adjoining land owned by the registered proprietor during the ownership thereof by the registered proprietor its successors and assigns other than Purchasers on sale no fence shall be erected on any lot burdened to divide the same from such adjoining land without the consent of the registered proprietor but such consent shall not be withheld if such fence is erected without expense to the registered proprietor and in favour of any person dealing with the registered proprietor such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (b) No fence shall be erected on any lot burdened closer to the frontage than 4.5 metres, unless such fence be first approved in writing by East Point Estate



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

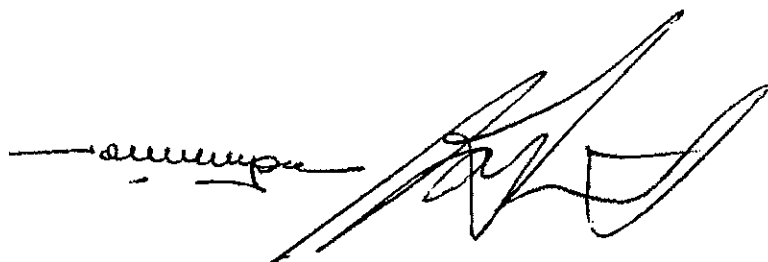
Sheet 3 of 4 sheets

DP1010266

Subdivision of Lot 7 in DP 873384
covered by Council Clerk's Certificate
No **321** of 1999.

Pty Limited. Approval will not be unreasonably withheld in respect of a fence that,

- i. contains no metal sheeting, whether finished with a permanent colouring process, or otherwise
 - ii. is of treated, painted or stained timber, excluding plain paling construction
 - iii. is of lapped and capped timber paling construction
 - iv. is of, or a combination of brick, brick and timber, metal bars or wrought iron
 - v. is of brush, tea tree, bark, or similar material.
- (c) No fence of metal sheeting, whether finished with a permanent colouring process or otherwise, shall be erected upon Lot 1 or Lot 2 to divide the same from Lot 3.
- (d) No roof of any main building or outbuilding shall be of metal unless such metal is finished with a permanent colouring process, commonly referred to as "colourbond".
- (e) No building, or buildings, shall be erected on any lot burdened with external walls of metal sheeting. However, nothing in this clause shall prevent the erection of a garden shed or the like, with a floor area not exceeding 9 square metres with external walls of "colourbond" or similar permanent colouring process.
- (f) No strata units or residential flat building shall be erected upon any lot burdened, provided that a single dwelling may incorporate a separate domicile for a related person.

A handwritten signature in black ink, consisting of a series of loops and strokes, located at the bottom right of the page.

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

Sheet 4 of 4 sheets

DP1010266

Subdivision of Lot 7 in DP 873384
covered by Council Clerk's Certificate
No 321 of 1999.

2. Terms of Restrictions On the Use of Land fourthly referred to in the
abovementioned plan

No building to which it is intended to connect the sewer shall be erected other than
in the building envelope marked "F" being the area of the Lot situate to the west of
the Easement to Drain Sewage "E".

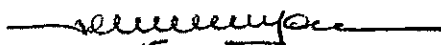
Name of person empowered to release, vary or modify the restrictions thirdly referred to
in the abovementioned plan

East Point Estate Pty Limited or such other persons, company, or companies nominated
by it under its Common Seal for that purpose, and if East Point Estate Pty Limited shall
no longer be in existence or shall not be the registered proprietor of any of the land
comprised in the plan of subdivision and there shall be no such person, company, or
companies so nominated, then the persons for the time being registered as the proprietors
of the land in the plan of subdivision having common boundaries with the land burdened
with the covenant.

Any release, variation, or modification, of these restrictions shall be made and done in all
respects at the cost and expense of the person, or persons, requesting same.

THE COMMON SEAL of EAST POINT
ESTATE PTY LIMITED ACN 001 444 293
was hereunto affixed in the presence of:




.....
Secretary


.....
Director

Signed at Sydney the 16TH day of
DECEMBER 1999 For Commonwealth
Bank of Australia A.C.N. 123 123 124 by its
duly appointed Attorney under Power of
Attorney Book 4049 No. 321.

x CBA

Witness

KELLIE ROACH DARREN JOHN WISSAM

REGISTERED



DP 1010266

Ref:2014/01374 /Src:M

Licence: 05-11-643
Licensee: Softdocs
McIntosh McPhillamy & Co

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900



AH401553T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	Servient Tenement (land burdened)	Dominant Tenement (land benefited)
	45/1014182	EASEMENT IN GROSS

(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	15D	MORRIS, HAYES & EDGAR LLPN: 123006 B Reference (optional): OCJ929 AS AGENTS FOR MCINTOSH	TG

(C) TRANSFEROR	Registered proprietor of the servient tenement
	JOANNE PATRICIA DENING

(D) The transferor acknowledges receipt of the consideration of \$ see annexure and transfers and grants -

(E) DESCRIPTION OF EASEMENT	EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION AFFECTING THE SITE DESCRIBED AS (A) ON THE PLAN ANNEXED HERETO AND EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE AFFECTED THE SITE DESCRIBED AS (B) ON THE PLAN ANNEXED HERETO AND HAVING THE TERMS CONTAINED IN PART C AND PART B OF REGISTERED MEMORANDUM AG189345-84
------------------------------------	---

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) TRANSFeree	Registered proprietor of the dominant tenement
	ESSENTIAL ENERGY

DATE 2/11/2012

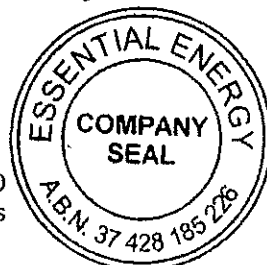
(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Signature of transferor:

Name of witness: Duncan MacLean/Solicitor
Address of witness: 411 Peel Street, Tamworth



Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Corporation: ESSENTIAL ENERGY
Authority: Section 127(2) of the Corporations Act 2001

Signature of authorised person: [Signature]
Name of authorised person: KEN STONESTREET
Office held: DIRECTOR
ESSENTIAL ENERGY

Signature of authorised person: [Signature]
Name of authorised person: PETER JOHNSON
Office held: COMPANY SECRETARY
ESSENTIAL ENERGY

CT PRODUCED BY 425P FOR T+G. R688870

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Parties: From JOANNE PATRICIA DENING to ESSENTIAL ENERGY

Dated: 2 / 11 / 2012

In consideration for this Transfer, the Transferor acknowledges receipt of \$5,000.00 monetary consideration and the the Transferee for itself, its successors and assigns covenants with the Transferor, her heirs, executors, administrators and assigns that in the event hereafter that the registered proprietor for the time being of the servient tenement seeks to effectuate a subdivision of the servient tenement on terms whereby electricity would thereupon be conveyed to further and other consumers as purchasers or transferees of those sub-divided parcels whereby ordinarily the Transferee would require a financial contribution for the provision of fixed components installed under Essential Energy Project 577007 of a transformer, concrete base and earthing, then by virtue of the fact that the current value of such future work has been brought to account in fixing the monetary consideration payable hereunder, no such contribution will be hereafter sought.

SIGNED SEALED AND DELIVERED BY

Lisa Crosby

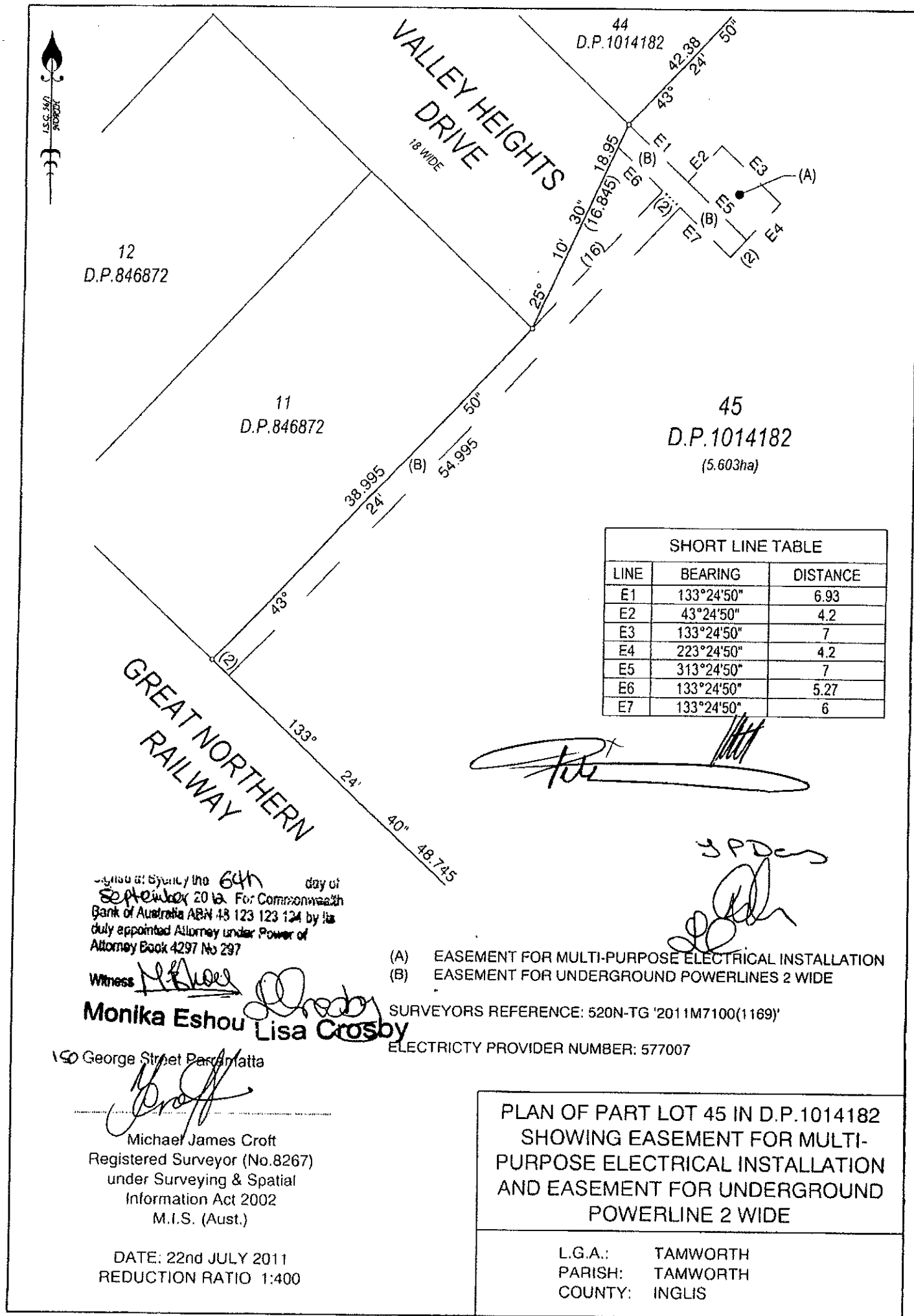
Manager Post Settlements
of the Commonwealth Bank of Australia,
the duly constituted Attorney of the said
bank in the presence of,

Monika Eshou

150 George Street Parramatta NSW.

COMMONWEALTH BANK OF AUSTRALIA by its attorney
who is the MANAGER POST SETTLEMENTS for the time
being at Sydney and who is the attorney mentioned
and referred to in Power of Attorney registered
in the Land and Property Information Bk 4297 No 297

Lisa Crosby



Certificate No: PC2019-2211
Date: 28 June 2019
Applicants Ref: 2018/3545

**PLANNING CERTIFICATE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

Applicant:

Duncan MacLean & Associates Pty Ltd
160-168 Bridge Street
WEST TAMWORTH NSW 2340

Owner (as recorded by Council):

Mrs JP Denning
64 Valley Drive
EAST TAMWORTH NSW 2340

Land: 64 Valley Drive EAST TAMWORTH NSW 2340
Lot 45 DP 1014182

This certificate is provided pursuant to Section 10.7(2) of the Act. At the date of this certificate, the subject land is affected by the following matters.

Names of relevant planning instruments and development control plans

Note: Current environmental planning instruments (State environmental planning policies, regional environmental plans and local environmental plans) may be viewed at the NSW Government legislation web-site – www.legislation.nsw.gov.au.

Names of relevant State Environmental Planning Policies

1. State Environmental Planning Policy No 21-Caravan Parks
2. State Environmental Planning Policy No 33-Hazardous and Offensive Development
3. State Environmental Planning Policy No 36-Manufactured Home Estates
4. State Environmental Planning Policy No 44-Koala Habitat Protection
5. State Environmental Planning Policy No 50-Canal Estate Development
6. State Environmental Planning Policy No 55-Remediation of Land
7. State Environmental Planning Policy No 64-Advertising and Signage
8. State Environmental Planning Policy No 65-Design Quality of Residential Apartment Development
9. State Environmental Planning Policy No 70-Affordable Housing (Revised Schemes)
10. State Environmental Planning Policy (Affordable Rental Housing) 2009
11. State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
12. State Environmental Planning Policy (Concurrences) 2018
13. State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
14. State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
15. State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
16. State Environmental Planning Policy (Infrastructure) 2007
17. State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
18. State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
19. State Environmental Planning Policy (Primary Production and Rural Development) 2019
20. State Environmental Planning Policy (State and Regional Development) 2011
21. State Environmental Planning Policy (State Significant Precincts) 2005

Development Control Plans

22. Tamworth Regional Development Control Plan 2010.

All correspondence should be addressed to the General Manager:

Telephone: 6767 5555
Facsimile: 6767 5499

PO Box 555 (DX 6125)
Tamworth NSW 2340

trc@tamworth.nsw.gov.au
www.tamworth.nsw.gov.au

Zoning and land use under relevant LEPs

23. The subject land is affected by the Tamworth Regional Local Environmental Plan 2010. Under this plan, the land is zoned –

R1 General Residential**1. Objectives of zone**

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities;
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2. Permitted without consent

Home-based child care; Home occupations; Moorings; Roads

3. Permitted with consent

Attached dwellings; Boarding houses; Child care centres; Community facilities; Food and drink premises; Group homes; Home industries; Hostels; Kiosks; Markets; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Semi-detached dwellings; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4. Prohibited

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Marinas; Mooring pens; Mortuaries; Open cut mining; Passenger transport facilities; Pubs; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; Transport depots; Vehicle body repair workshops; Vehicles repair stations; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies.

Complying Development*General Housing Code*

24. Development specified as Complying Development for the General Housing Code in Part 3 of the State Environmental Planning Policy (Exempt and Complying Development Code) 2008 may be carried out on the land.

Rural Housing Code

25. Development specified as Complying Development for the Rural Housing Code in Part 3A of the State Environmental Planning Policy (Exempt and Complying Development Code) 2008 may be carried out on the land.

Housing Alterations Code

26. Development specified as Complying Development for the Housing Alterations Code in Part 4 of the State Environmental Planning Policy (Exempt & Complying Development Code) 2008 may be carried out on the land.

General Development Code

27. Development specified as Complying Development for the General Development Code in Part 4A of the State Environmental Planning Policy (Exempt & Complying Development Code) 2008 may be carried out on the land.

Commercial and Industrial Code Alterations Code

28. Development specified as Complying Development for the Commercial and Industrial Alterations Code in Part 5 of the State Environmental Planning Policy (Exempt & Complying Development Code) 2008 may be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

29. Development specified as Complying Development for the Commercial and Industrial (New Buildings and Additions) Code in Part 5A of the State Environmental Planning Policy (Exempt & Complying Development Code) 2008 may be carried out on the land.

Subdivisions Code

30. Development specified as Complying Development for the Subdivisions Code in Part 6 of the State Environmental Planning Policy (Exempt & Complying Development Code) 2008 may be carried out on the land.

Demolition Code

31. Development specified as Complying Development for the Demolition Code in Part 7 of the State Environmental Planning Policy (Exempt & Complying Development Code) 2008 may be carried out on the land.

Fire Safety Code

32. Development specified as Complying Development for the Fire Safety Code in Part 8 of the State Environmental Planning Policy (Exempt & Complying Development Code) 2008 may be carried out on the land.

Coastal Protection

33. The land is not affected by the operation of Section 38 or 39 of the Coastal Protection Act.

Mine subsidence

34. The land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961.

Road widening and road realignment

35. The land is not affected by any road widening or road realignment proposal under:-
(1) section 262 of the Local Government Act, 1919;
(2) an environmental planning instrument; or
(3) any resolution of Council.

Council and other public authority policies on hazard risk restrictions

36. The land is not affected by a policy adopted by any other public authority that has been notified to Council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).
37. The land is not affected by a policy adopted by Council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

Flood related development control information

38. Council is unable to confirm whether or not development on the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

Note: Clause 7.2 of the Tamworth Regional Local Environmental Plan 2010 defines the flood planning level as *the level of a 1:100 ARI (average recurrent interval) flood event plus 0.5 metres freeboard*. This Clause was inserted into the Tamworth Regional Local Environmental Plan 2010 by the Minister for Planning after the Council had submitted it to the Minister for approval. The flood planning level is not known by the Council. Consequently the Council has been unable to map the extent of land affected by the flood planning level.

You should conduct studies necessary for determining flood levels in relation to the land if you consider the land may be at or below the flood planning level.

39. Council is unable to confirm whether or not development on the land or part of the land for any other purpose is subject to flood related development controls.

Note: Clause 7.2 of the Tamworth Regional Local Environmental Plan 2010 defines the flood planning level as *the level of a 1:100 ARI (average recurrent interval) flood event plus 0.5 metres freeboard*. This Clause was inserted into the Tamworth Regional Local Environmental Plan 2010 by the Minister for Planning after the Council had submitted it to the Minister for approval. The flood planning level is not known by the Council. Consequently the Council has been unable to map the extent of land affected by the flood planning level.

You should conduct studies necessary for determining flood levels in relation to the land if you consider the land may be at or below the flood planning level.

Land reserved for acquisition

40. There are no environmental planning instruments applying to the land which provide for the acquisition of the land by a public authority, as referred to in Section 27 of the Act.

Contributions plans

41. Tamworth Regional Council Section 94 (Direct) Development Contributions Plan 2013 applies to the land.
42. Tamworth Regional Council Section 94 (Indirect) Development Contributions Plan 2013 applies to the land.

Bushfire Prone Land

43. Part of the subject land is identified as being "bushfire prone land" on the Bushfire Prone Land Map, certified by the NSW Rural Fire Service. Any proposed development on the subject land must take into consideration the policy titled "Planning for Bushfire Protection", produced by the NSW Rural Fire Service in December 2006.

Contaminated Land Management Act 1997

44. The land to which this certificate relates is not subject to the matters identified by Section 59(2) of the Contaminated Land Management Act 1997. You should carryout your own investigations to determine if the site forms part of the list of NSW contaminated sites notified to the NSW Environment Protection Agency. Further investigations by others may be required if it is considered the site may be contaminated.

Site Compatibility Certificates for Infrastructure

45. Council is not aware of a valid site compatibility certificate (infrastructure) or a site compatibility certificate (schools or TAFE establishments) in respect of proposed development on the land.

Site Compatibility Certificates and Conditions for Affordable Rental Housing

46. Council is not aware of a current site compatibility certificate (affordable rental housing) in respect of proposed development on the land.

Site Compatibility Certificates and Conditions for Seniors Housing

47. Council is not aware of a current site compatibility certificate (seniors housing) in respect of proposed development on the land.

Site Verification Certificates

48. Council is not aware of a valid site verification certificate in respect of the land.

Information Regarding Loose-Fill Asbestos Insulation

49. Some residential homes located in the Tamworth Regional Council Local Government Area have been identified as containing loose fill asbestos insulation, for example in the roof space.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, it is strongly recommended that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Contact NSW Fair Trading for further information.

Affected building notices and building product rectifications orders

50. Council is not aware of any affected building notices or building product rectification orders that are in force in respect of the land.

Duncan MacLean & Associates Pty Ltd
160-168 Bridge Street
WEST TAMWORTH NSW 2340

Dear Sir/Madam

APPLICATION FOR DRAINAGE DIAGRAM

Application No.	PC2019-2211
Your Reference.	2018/3545
Location:	Lot 45 DP 1014182 64 Valley Drive EAST TAMWORTH NSW 2340

Please find attached a service plan showing the location of Council's sewerage infrastructure downstream of the point of connection to the subject property.

You are advised that an internal drainage plan showing the location of sewer lines upstream from the connection to council's sewer main is not available through the ordinary course of administration.

Should you require any further information, please contact Council's Planning & Compliance on 6767 5507.

**Development & Approvals
Tamworth Regional Council**

28 June 2019

All correspondence should be addressed to the General Manager:

Telephone: 6767 5555

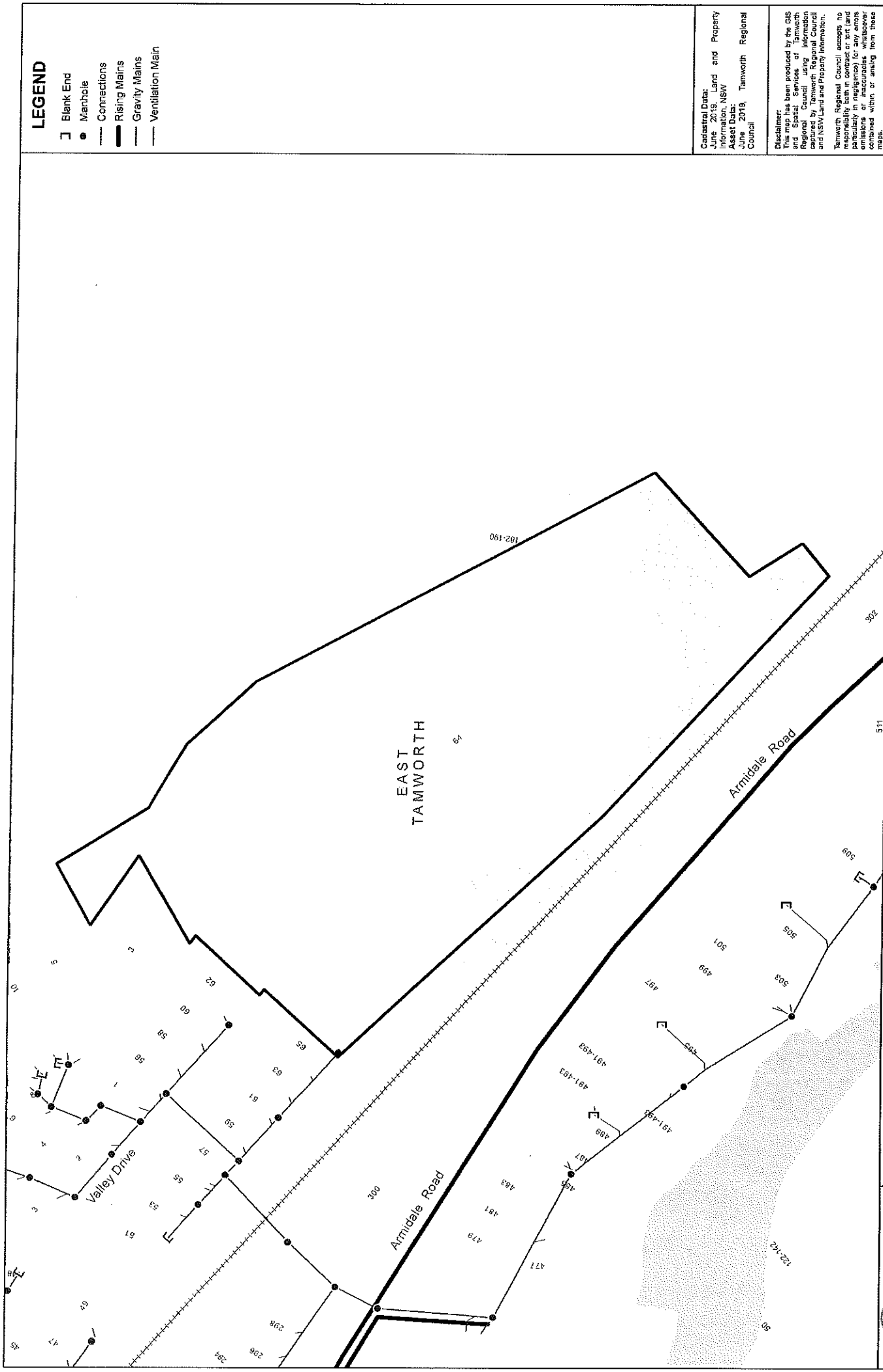
Facsimile: 6767 5499

PO Box 555 (DX 6125)

Tamworth NSW 2340

trc@tamworth.nsw.gov.au

www.tamworth.nsw.gov.au



IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1, to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • If authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything served by the vendor - *within* 21 days after the later of the contract date and that service; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 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

The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations**8.1 The vendor can *rescind* if –**

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);**9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –**

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser**10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –**

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them *separately* and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally – the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing – the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- ## **26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- ## **27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
 - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party*'s own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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