

THIS DEED is made of the day of 2022

BETWEEN

UPG 317 Pty Ltd ACN 653 397 730 of 137 Gilba Road, Girraween NSW 2145 (the vendor)

AND

(the purchaser)

RECITALS

- (a) The vendor is the registered proprietor of the property described in the Contract and has agreed to grant to the purchaser an Option to purchase the property on the terms specified in this Deed (the "Call Option").
- (b) The purchaser has agreed to grant to the vendor an Option to require the purchaser to purchase the property described in the Contract on the terms specified in this Deed. (the "Put Option").
- (c) In consideration of receiving their respective Option Fees the parties hereto agree to be bound by the terms of this Deed.
- (d) The parties acknowledge and agree that the property is residential property and therefore subject to section 66ZG of the Conveyancing Act 1919. The option cannot be exercised within 42 days of the date of this deed.
- (e) The vendor acknowledges that the purchaser will attempt to on-sell the property described in the Contract and in this regard the vendor agrees that the purchaser will be acting as the vendor's agent for such sale.

OPERATIVE PART

1. DEFINITIONS

In this Deed, unless the context otherwise requires:

"Contract" means the Contract for sale which is annexure "A" to this Deed.

"Deed" means this Deed and any other document that varies or supplements it.

"Call Option" means the option granted under clause 3.

"Call Option Fee" means \$10.00 (the receipt of which is acknowledged by the vendor)

"Call Option Period" means the period commencing forty-three (43) days after the date of this Deed and ending at 5pm seven (7) days after the day on which the vendor serves notice upon the purchaser that the Plan of Subdivision has been lodged for

registration with Land Registration Services NSW.

"Put Option" means the Option granted under clause 5.

"Put Option Fee" means \$10.00 (the receipt of which is acknowledged by the purchaser)

"Put Option Period" means the period commencing the day after the expiry of the Call Option Period and ending twenty-one (21) days later.

"Property" means the property described in the Contract.

"Plan of Subdivision" means a copy of the plan of subdivision referred to in the Contract.

"Security Deposit" means the amount specified in Clause 6.

"Ultimate Purchaser" means a purchaser for the property as allowed for in, and contemplated by, clause 7 of this Deed.

"Ultimate Contract" means a contract for sale entered into by the vendor and the Ultimate Purchaser.

"Commission" means the amount that may be paid to the purchaser pursuant to clause 7(g).

2. INTERPRETATION

In this Deed unless the context otherwise requires:

- (a) The singular includes the plural and vice versa;
- (b) Each gender includes the other two genders;
- (c) "Person" means a natural person and any association, body or entity whether incorporated or not;
- (d) "Month" means calendar month and "year" means 12 calendar months;
- (e) A reference to writing includes any communication sent by post or facsimile transmission;
- (f) Where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (g) A reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) All monetary amounts are in Australian currency;
- (i) A reference to time refers to time in Sydney, Australia;
- (j) "Business day" means a day other than a Saturday, Sunday or public holiday in New South Wales;
- (k) "Including" when introducing an example or list of things does not limit the example or the meaning of the words to which the list relates to that example or those words only or to examples and words of a similar kind only;
- (l) A reference to any thing is a reference to the whole and each part of it;
- (m) A reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- (n) Headings are for convenience only and do not affect interpretation or construction.
- (o) Any provision of this Deed which is found to be invalid, void or unenforceable shall not invalidate or affect the remaining provisions of this Deed.

3. GRANT OF CALL OPTION

- (a) The vendor grants to the purchaser an Option to purchase the Property for the Price described in the Contract.
- (b) The purchaser may exercise the Call Option by serving the Call Option Notice substantially in the form set out in Schedule 1 hereto, and the executed and dated Contract, upon the vendor at any time during the Call Option Period.
- (c) As soon as the Call Option has been exercised, a Contract for sale and purchase of the Property in the form of the Contract will immediately be taken to be operative and effective.
- (d) The vendor will provide to the purchaser an executed counter-part Contract within seven (7) days after the date of the exercise of the Call Option.
- (e) The parties agree that the Contract to be prepared pursuant to this clause may be different from the Contract so as to provide details of the registered deposited plan number, a copy of the registered deposited plan, a copy of any registered Restrictions as to User, and an up dated property certificate for the land.

4. CALL AND PUT OPTION FEE

- (a) If the Call Option or Put Option is exercised the Call Option Fee shall not be taken to be part of the deposit required under the Contract.

5. GRANT OF PUT OPTION

- (a) The purchaser grants to the vendor an Option to require the purchaser to purchase the Property.
- (b) The vendor may exercise the Put Option by serving the Put Option Notice substantially in the form set out in Schedule 2 at any time during the Put Option Period.
- (c) As soon as the Put Option has been exercised, a Contract for sale and purchase of the Property in the form of the Contract will immediately be taken to be operative and effective.
- (d) Within five (5) business days after the Put Option is exercised the purchaser must pay the deposit required under the Contract and in such manner as required under the Contract.
- (e) Without affecting the operation and effect of clause 5 (c) and the legal obligation created, the parties will, for convenience of record and stamping, within fourteen (14) days after exercise of the Put Option, execute counterpart Contracts by way of confirmation. The Contracts will be completed by inserting the date of the exercise of the Put Option as the date of the Contract.
- (f) The parties agree that the Contract to be prepared pursuant to this clause may be different from the Contract so as to provide details of the deposited plan number, a copy of the registered deposited plan, a copy of any registered Restrictions as to User, and an up dated property certificate for the land.

6. SECURITY DEPOSIT

- (a) The purchaser must pay the Security Deposit to the Vendor on or before the date of this Deed.
- (b) The Security Deposit is 10% of the Price noted on the contract, payable as follows: **[insert split payments if agreed]**
- (c) The Security Deposit is not refundable under any circumstance and is to be immediately released to the Vendor.
- (d) If the Purchaser exercises the Call Option or the Vendor exercises the Put Option, the Security Deposit is credited as the Deposit required under the Sale Contract.
- (e) If the provisions contained in clauses 3 and 5 of this Deed lapse pursuant to the provisions of Clause 7, the Security Deposit will be refunded to the purchaser as provided for in clause (g).

7. PROVISIONS RELATING TO A SALE BY THE PURCHASER

- (a) The purchaser shall seek to obtain an Ultimate Purchaser for the Property at a sale price not less than that stated in the Contract, and in this regard the vendor agrees that the purchaser is acting as the vendor's agent.
- (b) In the event that the purchaser engages, hires, contracts or otherwise deals with a licensed real estate agent to assist with the sale, then the purchaser is liable for any expenses or commission that may be payable to any such real estate agent.
- (c) Upon successfully negotiating the sale of the Property to the Ultimate Purchaser, the purchaser will arrange for a Contract to be prepared by the vendor's Solicitors in the form of the Contract.
- (d) The deposit to be paid by an Ultimate Purchaser must be ten percent (10%) of the sale price to be paid by the Ultimate Purchaser. The deposit is to be paid to the Vendor's Solicitors as stakeholder.
- (e) The vendor will do all things reasonably necessary to allow the sale to the Ultimate Purchaser to proceed.
- (f) Upon the unconditional exchange of an Ultimate Contract clauses 3 to 6 of this Deed relating to the Put and Call Option shall lapse.
- (g) At completion of the Ultimate Contract for the Property the vendor shall pay to the purchaser Commission calculated in accordance with the following formula:
$$X = (P_1 + P_2) - P, \text{ where}$$

X is the amount payable to the purchaser (inclusive of GST, if any)

P₁ is the price on the Ultimate Contract,
P₂ is the Security Deposit, and
P is the sale price on the Contract
- (h) It is agreed that the terms of this clause do not create a legal or equitable estate or interest in the land for the purposes of section 74 of the Real Property Act 1900.

8. GENERAL

Governing Law and Jurisdiction

This Deed is governed by the laws of New South Wales. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

Enforceability and Severance

Any provision of, or the application of any provision of, this Deed which is void, illegal or unenforceable in any jurisdiction:

- (i) does not affect the validity, legality or enforceability of the provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction; and
- (ii) may be served without affecting the enforceability of the other provisions of this Deed.

Waiver

A breach of this Deed is not waived by a failure to exercise, a delay in exercising or the partial exercise of any right or remedy available under this Deed or in law or equity.

Variation

A variation of any term of this Deed must be in writing and signed by the parties.

Cumulative Rights

The rights, powers, authorities, discretions and remedies arising out of or under this Deed are cumulative and do not exclude any other right, power, authority, discretion or remedy.

Assignment

No party may transfer or assign any of its rights under this Deed without the prior written consent of each other party.

Further Assurances

Each party must do all things and execute all further documents necessary to give full effect to this Deed.

Entire Deed

This Deed contains the entire agreement and understanding between the parties in connection with the transactions contemplated by this Deed and there are no inducements, representations, warranties, covenants or undertakings which have been relied on to any extent by either party entering into this Deed except as expressly contained in this Deed.

Parties to be Bound

It is agreed that the provisions of this Deed shall be binding on the parties executors, trustees, assigns, administrators and liquidators.

Counterparts

This deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same

instrument and the date of the deed will be the date on which it is executed by the last party.

Service of Documents

Service of any document upon a party may be effected if it is served upon the representative of a party, being either a solicitor or conveyancer.

Caveat

The purchaser shall not lodge a Caveat and/or Priority Notice for registration in respect of the Title to the Land prior to completion of the contract. This is an essential term of the Deed entitling the Vendor to claim damages from the Purchaser as a result of the Purchaser's breach of this condition.

9. CONVEYANCING ACT 1919 PART 4 – REQUIREMENTS

The parties acknowledge that the documents required under Conveyancing Act 1919 sections 66ZH and 66ZI are annexed hereto, namely:-

Documents required by s.52A which are annexed to the Contract annexed hereto and which are required to be annexed to this Option, shall be deemed to be annexed to this Option.

10. COOLING OFF PERIOD

- (1) This is the statement required by Section 66ZH of the Conveyancing Act 1919 and applies to an Option to purchase residential property.
- (2) The purchaser may rescind the Option at any time before 5:00pm on the tenth business day after the day of which the Option was granted, **EXCEPT** in the circumstances listed in sub-paragraph 3.
- (3) This is **NO COOLING OFF PERIOD:-**
 - (a) If, at or before the time the Option is granted, the Purchaser gives to the Vendor (or the Vendor's solicitor or agent) a certificate that complies with Section 66ZF of the Act; or
 - (b) If the Option is granted on the same day the property was offered for sale by public auction but passed in.

A purchaser exercising the right to cool off by rescinding the Option will forfeit to the Vendor 0.25% of the purchase price of the property. The Vendor is entitled to recover the amount forfeited by any amount paid by the Purchaser in relation to the Option or from any deposit paid in relation to the purchase of the property and the Purchaser is entitled to a refund of any balance.

11. COSTS

- (a) The purchaser must pay, as at the date of this Deed, the vendor's costs in the amount of \$550.00 inclusive of GST.
- (b) Upon the exchange of the Ultimate Contract the purchaser must pay the vendor's costs in the amount of \$550.00 inclusive of GST.
- (c) If any payment is not made as required by this clause then the outstanding costs are to be deducted from the monies otherwise due to the purchaser pursuant to clause 7(g).

CALL OPTION NOTICE

We refer to the Option Deed dated _____ day of _____ 20____ ("Deed") between you and _____ (purchaser)

Pursuant to clause 3 of the Deed, (purchaser) exercises the Option.

Signed sealed and delivered by the)
 purchasers in the presence of:)
)
)
)
 witness)

SCHEDULE 2

PUT OPTION NOTICE

TO: _____ (purchaser)

We refer to the Option Deed dated _____ day of _____ 20 ____ (Deed) between you and
(vendor)

Pursuant to clause 5 of the Deed, _____ (Vendor) exercises the
Option.

Dated:

Executed for and on behalf of the vendor by _____)
the Attorney for the vendor, the Attorney _____)
having no notice of revocation of the Power _____)
of Attorney. _____)
_____)
_____)

.....
witness

EXECUTED AS A DEED

Signed Sealed and Delivered by the
purchaser in
the presence of:

)
)
)
)
)
)
)
)

.....
witness

Signed Sealed and Delivered by the
Attorney for the vendor, the Attorney not
having any notice of the revocation of the
Power of Attorney

)
)
)
)
)
)
)
)
)
)

Attorney for Vendor

.....
witness

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	UPG 317 Pty Ltd ACN 653397730 137 Gilba Road, Girraween, NSW 2145 Australia	
vendor's solicitor	Marc Hardman & Associates Level 1, 27 Hunter Street, Parramatta NSW 2150 PO Box 227, Parramatta NSW 2124	Phone: 9633 1033 Email: katharine@hardmanassociates.com.au Fax: 9633 4936 Ref: MH:KEH:220269
date for completion	See Special Condition 38	(clause 15)
land (address, plan details and title reference)	Proposed Lot /13L Narromine Road, Dubbo, New South Wales 2830 Proposed Lot in a draft plan of subdivision being a subdivision of lot 22 in Deposited Plan 1038924 Folio Identifier 22/1038924	
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	Fencing Subject to Council Approval; Retaining walls if required by subdivision approval
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	<div style="border: 1px dashed black; padding: 5px;"> GST AMOUNT (optional) The price includes GST of: \$ </div>	witness
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30) PEXA**Electronic transaction** (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

Purchaser must make an *GSTRW* payment
(GST residential withholding payment)☐ NO ☒ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name: **Universal Property Group Pty Ltd**Supplier's ABN: **98 078 297 748**

Supplier's GST branch number (if applicable):

Supplier's business address: **137 Gilba Road, Girraween NSW 2145**Supplier's email address: bobby@bathla.com.auSupplier's phone number: **(02) 9636 2465**Supplier's proportion of *GSTRW* payment: **7%****If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate):Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yesIf "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 checked="" type="checkbox"/> 3 unregistered plan of the land</p> <p><input checked="" type="checkbox"/> 4 plan of land to be subdivided</p> <p><input checked="" 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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" 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 checked="" 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 checked="" type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p><input checked="" type="checkbox"/> 58 other document relevant to the off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 59</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <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> solicitor 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 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

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

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
 - 16.7.1 the price less any:
 - deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
 - 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
 - 16.11.1 if a special completion address is stated in this contract - that address; or
 - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

18 Possession before completion

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title

• Definitions and modifications

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

• Notices, certificates and inspections

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party* serving notice of the event happening;
- every *party* who has the benefit of the provision serving notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is an *electronic transaction*;

30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* –

- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and

30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.

- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
 - 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
 - 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
 - 30.6.2 create and populate an *electronic transfer*;
 - 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
 - 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
 - 30.7.2 create and populate an *electronic transfer*;
 - 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
 - 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;

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

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
 - 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
 - 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

ADDITIONAL CONDITIONS

30 DEFINITIONS AND INTERPRETATION

30.1 In this contract:

“Acceptable Reduction” means a reduction in the area of the Lot in the registered deposited plan when compared to the draft deposited plan annexed hereto which is less than or equal to 5%.

“Building” means the residential building to be constructed on the Lot shown on the plan annexed hereto;

“Completion Date” means the date set out in Additional Condition 38;

“Council” means Dubbo Regional Council;

“Discharge” means a registrable discharge or withdrawal of an encumbrance;

“Deposit Holder” means Vendor’s Solicitor;

“Expert” means a person with qualifications or experience in the relevant area approved by the Department of Fair Trading and nominated by the Vendor;

“Deposited Plan” means the draft deposited plan a copy of which is annexed to this Contract, as that draft may be amended, varied or otherwise affected from time to time as contemplated in this Contract, or, where a draft deposited plan is not available, the architectural or construction certificate plans which are annexed to this contract. It does not include any draft floor plan that may be annexed hereto.

“Land” means the land contained and described in part Folio Identifier 22/1038924 ;

“Lot” means the lot or lots referred to in “Land Plan – Unregistered Plan” on page 1;

“Major Defects” means a fault which may cause danger to occupants of the Property or a fault which makes the Property uninhabitable.

“Printed Conditions” means the conditions of sale contained in the Contract for Sale and Purchase of Land 2019 edition;

“Property” means the property being the Lot in the Deposited Plan;

“Schedule of Inclusions” means the document entitled “Schedule of Inclusions” annexed to this Contract;

“Sunset Date” means five (5) years from the date of this Contract;

“Works” means the construction of the Building.

31 AMENDMENTS TO PRINTED CONDITIONS

The Printed Conditions shall be amended in the following manner:

31.1 Clause 3 is amended by adding after the words “and other charges” and if the depositholder is the Vendor’s solicitor the parties agree that the depositholder shall be entitled to deduct and retain from the interest earned on the deposit on account of his administrative overheads and expenses incurred in connection with the management and control of the deposit the sum of \$99.00 including GST or such sum of interest less than \$99.00 as shall be earned on the deposit after deduction of the expenses and charges hereinbefore referred to.”

31.2 Clause 5.2.1 is replaced with:

“if it arises out of this contract – within ten days after the day on which the Vendor serves notice of the registration of the documents referred to in schedule 1;”

31.3 Clause 5.2.2 is replaced with:

“if it arises out of anything served by the vendor on the purchaser – within ten days after the later of the day on which the vendor serves notice of the registration of the documents referred to in schedule 1 and the day of that service, and”

31.4 Clause 7.1.3. is replaced with:

“the purchaser does not serve notice waiving the claims within seven days after that service, and”

31.5 Clause 10.1, line 1 is replaced with:

“The purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of-”

31.6 Clauses 15, 16.8, 22 and 28 are deleted

31.7 the words “plus another 20% of that fee” are deleted from the end of clause 16.5

- 31.8 “(this clause 20.6.3 applies to any document in an action in connection with this contract including, without limitation, any writ or summons or other originating process)” is inserted before the semi-colon at the end of clause 20.6.3.

32 REPRESENTATIONS AND WARRANTIES NEGATIVED

- 32.1 The Purchaser warrants that, unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf including without limitation any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the property or any financial return or income to be derived from the property.
- 32.2 The Purchaser expressly acknowledges and agrees that as at the date of this Contract the terms and conditions set out in this Contract contain the entire agreement in relation to the Property as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made to it prior to execution. The Purchaser further acknowledges that it has not been induced to enter into this Contract by any representation verbal or otherwise made by or on behalf of the Vendor which is not set out in this Contract.
- 32.3 If a floor plan is annexed to this Contract the Vendor does not warrant that construction will be in accordance with that plan.
- 32.4 the purchaser acknowledges and agrees that they have obtained appropriate independent advice on and are satisfied about:
- 32.4.1 the purchaser’s obligations and rights under this contract; and
 - 32.4.2 the nature of the property and the purposes for which the property may be lawfully used; and
 - 32.4.3 the purchaser’s entitlement (if any) to claim income tax deductions under the Income Tax Assessment Act 1997 for depreciation of any plant or equipment in the Building or in connection with the cost of construction of the Building

33 CONSTRUCTION OF THE WORKS

- 33.1 Before completion the Vendor must cause the Works to be carried out in a proper and workmanlike manner. The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with this clause.

34 SCHEDULE OF INCLUSIONS

- 34.1 The Vendor must, prior to completion and in a proper and workmanlike manner:

34.1.1 cause to be installed in the Property the items specified in the Inclusions list;

34.1.2 The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with this clause.

- 34.2 The Vendor reserves the right without being required to give any Notice to the Purchaser to:

34.2.1 alter any finish specified in the Schedule of Inclusions or alter any inclusion specified in the Inclusions list to an equivalent or higher quality; and

- 34.3 If any disagreement arises in connection with Additional Condition 34.2.1;

34.3.1 either the Vendor or the Purchaser may before the expiration of 1 month after the date of completion refer the disagreement to an Expert and the Expert's decision will be final and conclusive and binding on the parties and the cost of the determination may be borne by the party against whom the Expert's decision is made or if there is no such party then by the party or parties who the Expert determines is or are to bear the costs, and

34.3.2 the Purchaser may not make any objection, requisition or claim, delay completion of nor rescind or terminate this Contract and the Purchaser acknowledges that its sole remedy in relation to any disagreement arising in connection with the Additional Conditions 34.1 and 34.2 shall be the remedy set out in Additional Condition 34.3.1.

35 BUILDING DEFECTS

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- 35.1 Any defects or faults due to faulty materials or workmanship (not including minor shrinkage and minor settlement cracks) which may appear in the Property and which are notified in writing to the Vendor within two (2) months after the date of completion must be amended and made good by the Vendor at the Vendor's expense within a reasonable time after the expiration of that period of two (2) months.
- 35.2 If any disagreement arises in connection with Additional Condition 35.1 either the Vendor or the Purchaser may refer the disagreement to an Expert and the Expert's decision will be final and conclusive and binding on the parties and the cost of the determination must be borne by the party against whom the Expert's decision is made or if there is no such party then by the party or parties who the Expert determines is or are to bear the costs.
- 35.3 Except in the case of Major Defects the Purchaser must not request the Vendor to amend and make good before completion any defects or faults which may have appeared in the Property before completion.

36 REGISTRATION OF DEPOSITED PLAN

- 36.1 This Contract is conditional upon the registration of a deposited plan substantially in the form of the deposited Plan prior to the Sunset Date. The vendor will serve notice of registration of the deposited plan on the purchaser once registered, and the right of rescission conferred by special condition 36.3 shall be at an end.
- 36.2 The Vendor must use all reasonable endeavours to satisfy the condition in Additional Condition 36.1.
- 36.3 Should the condition in Additional Condition 36.1 not be satisfied either party may, by notice in writing, rescind this Contract, provided however, that the purchaser must first give to the vendor 14 days written notice of their intention to rescind. The vendor may give notice pursuant to special condition 36.4. The Purchaser acknowledges and agrees that its only right or remedy available in the event that the condition in Additional Condition 36.1 is not satisfied is the right of rescission contained in this clause, and the Vendor will not be liable to pay to the Purchaser any damages, costs or expenses.
- 36.4 The Vendor may extend the Sunset Date for such further period or periods as the Vendor may determine, due to any of the following:
- 36.4.1 inclement weather or conditions resulting from inclement weather;

- 36.4.2 any civil commotion, combination of workmen strikes or lock-outs affecting the progress of the works or affecting the manufacture or supply of materials for the construction of the property;
 - 36.4.3 any delay in any approval required for development activities necessary or desirable for erection of the Building or completion of this contract; or
 - 36.4.4 any matter or thing beyond the control of the vendor, including the fact that the vendor may have miscalculated the time required to complete construction of the development in order to comply with special condition 36.1.
- 36.5 The vendor is the sole determinator of the vendor's entitlement to extensions of time under Clause 36.4.
- 36.6 Written notice to the Purchaser or their legal representative in relation to extensions of time under clause 36.4 is final, conclusive and binding on the parties. There is no limit to the number of notices that the vendor may issue.
- 36.7 The Vendor may make variations to the Deposited Plan from time to time which the Vendor considers necessary or desirable and in its absolute discretion. The Purchaser shall not be entitled to make any objection requisition or claim for compensation nor rescind or terminate nor delay completion in respect of:
- 36.7.1 any increase or Acceptable Reduction in the Area; or
 - 36.7.2 any minor variation in the location of the property from the location shown on the Deposited Plan annexed, or
 - 36.7.3 the location of any carparking space
- 36.8 If the Vendor:
- 36.8.1 varies the Deposited Plan so as to reduce the Area to an extent which exceeds an Acceptable Reduction; or
 - 36.8.2 varies the Deposited Plan so as to vary the location of the property to an extent which is other than minor when compared to the draft plan annexed, then the Vendor shall notify the Purchaser in writing of such variation ("the Variation Notice") and the Purchaser may (subject to Additional Condition 36.11) rescind this Contract, in which case the provisions of Clause 19 hereof shall apply.
- 36.9 Any disagreement between the Vendor and the Purchaser in relation to whether a variation in the location of the Unit is other than minor must be notified in

writing by the Purchaser to the Vendor within fourteen (14) days of the date of service of a copy of the varied Deposited Plan. If so, and only if so notified, either party may refer the disagreement to an Expert and the Expert's decision will be final and binding on the parties, including any decision as to the party or parties who are to bear the costs of the determination.

- 36.10 The right of rescission specified in Additional Condition 36.8 must be exercised within fourteen (14) days (time being of the essence) of the date of service of the Variation Notice, or if Additional Condition 36.9 applies, within fourteen (14) days (time being of the essence) of the date of the Expert's decision.
- 36.11 If the right of rescission conferred by Additional Condition 36.8 is not exercised within fourteen (14) days of the right of rescission accruing, this Contract remains binding in all respects as though that right of rescission had never arisen.
- 36.12 The Purchaser agrees that the right of rescission specified in Additional Condition 37.8 is the only remedy available to the Purchaser following receipt of a notification pursuant to Additional Condition 36.8 and the Vendor shall not be liable to the Purchaser for any damages, costs or expenses.

37 DELETED

38 COMPLETION DATE

- 38.1 Completion of this Contract shall take place on the later of the two following dates:
- (a) Twenty-eight (28) days from the date of this Contract; or
- (b) Twenty-one (21) days from the date upon which the Vendor's Solicitors notify the Purchaser's Solicitors in writing that the Deposited Plan has been registered.
("the Completion Date")
- 38.2 If either party does not complete this Contract on or before the Completion Date then the other party shall be entitled to make time of the essence of this Contract by issuing upon the other party a Notice to Complete the Contract within fourteen (14) days from the date of service of such Notice.
- 38.3 If the Vendor serves a Notice to Complete pursuant to this Clause then the purchaser shall allow on completion the costs of the Vendor incurred in the issue and service of such notice in the sum of \$330.00 inclusive GST. The payment of such costs is an essential term of this Contract.

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- 38.4 If the purchaser completes this contract but does not do so on or before the completion date, then upon actual completion:
- 38.4.1 the purchaser must pay the Vendor interest on:
- 38.4.1.1 the balance of the price; and
- 38.4.1.2 any other amount payable by the purchaser to the Vendor under this contract,
- from but excluding the completion date to and including the date of actual completion at the rate of 10% per annum; and
- 38.4.2 despite clause 14, adjustments are to be made as at the earliest of the completion date; the date possession is given to the purchaser and the date of actual completion.
- 38.5 Payment of interest in accordance with this Clause 38 is an essential term of this contract.
- 38.6 The purchaser need not pay interest under this clause 38 for as long as the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete.
- 38.7 If a party is entitled to serve a notice to complete, then 14 days excluding the day on which that notice is served) is a reasonable period to allow for completion in that notice.
- 38.8 Where the Purchaser has booked a date, time and place for actual completion with the Vendor, and such booking is cancelled through no default of the Vendor, then for each such cancelled booking the Purchaser shall allow to the Vendor as an adjustment at actual completion the sum \$165.00 inclusive of GST.

39 PURCHASER'S ACKNOWLEDGMENT

- 39.1 The Purchaser acknowledges that the title to the land , and the Deposited Plan and/or the proposed lot/s and/or the Property may be affected or amended by any one or more of the following:
- 39.1.1 redefinition of the boundaries of the Land;
- 39.1.2 road re-alignment or dedication;
- 39.1.3 leases, easements or dedications;

- 39.1.4 variation of the proposed boundaries between the lots other than the Property including those resulting from relocation of the external walls of the proposed improvements;
- 39.1.5 alteration to the lot numbers including positions of car spaces/garages;
- 39.2 If the Deposited Plan as registered is affected or amended as contemplated in this Additional Condition then the Deposited Plan will be deemed to be substantially in the form of the Deposited Plan for the purposes of Additional Condition 36 of this Contract.
- 39.3 Notwithstanding any contrary provision in this Contract, the Purchaser agrees not to make any objection, requisition or claim, nor delay completion not rescind or terminate should the circumstances set out in Additional Condition 40.1 occur.

40 EASEMENTS, ETC

- 40.1 The Purchaser acknowledges that he is aware that at the date of this Contract:
 - 40.1.1 there have not been created all the easements, covenants and restrictions as to user;
 - 40.1.2 there have not been entered into all the leases, agreements and arrangements;
 - 40.1.3 there have not been granted all the rights and privileges; and
 - 40.1.4 there has not been dedicated all the land;

which it may be necessary or desirable for the Vendor to create, enter into, grant, transfer or dedicate in respect of the Land prior to completion.

- 40.2 If it is necessary or desirable for the Vendor prior to completion to create easements, covenants or Restrictions as to user, to enter into leases, agreements or arrangements, to grant rights of privileges in respect of the Land or any adjoining land or to dedicate or transfer land from the Land, the Purchaser agrees that he may not make any objection, requisition or claim nor rescind or terminate in respect of that creation, entering, grant, transfer or dedication.

41 REPLACEMENT OF DOCUMENTS

- 41.1 At any time before completion the Vendor may serve notice that the Vendor wishes to replace a document attached to this contract other than the Printed

Conditions and the Additional Conditions with another document (being a document a copy of which is forwarded with that notice).

- 41.2 From and including the day a notice under Clause 41.1 is served, the replaced document is take to be no longer attached to this contract and the document substituted for it is taken to be attached to this contract.
- 41.3 Subject to clause 41.4, the Purchaser may not make a claim or requisition, delay completion, rescind or terminate because the Vendor has served a Notice under clause 41.1 and the replaced document is taken to be no longer attached to this contract and the document substituted for it is taken to be attached to this contract.
- 41.4 If there is a difference between the replaced documents and the documents substituted for it which detrimentally affects the Property to an extent which is not minor, the Purchaser may rescind by written notice to the Vendor within 7 days after the day the Vendor serves notice under clause 41.1

42 SELLING AGENT

- 42.1 The Purchaser warrants that except for the Estate Agent or Agents referred in this Contract he has not been introduced to the Property or to the Vendor by any other Estate Agent or employee of another Estate Agent and agrees to Indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses in relation to a breach of this warranty. This Additional Condition shall not merge on completion.

43 EXISTING SERVICES

- 43.1 The Purchaser shall take title subject to existing water sewerage drainage gas electricity and other installations and services and shall not make any objection requisition or claim for compensation or rescind or terminate in respect thereof on the ground that any connection passes through the Land.
- 43.2 Should any water or sewerage main or any underground or surface stormwater pipe pass through over or under (or should any sewer manhole or vent be on) the Land, the Purchaser shall not make any objection thereto or make any requisition or claim any compensation or rescind of terminate in respect thereof.

44 PURCHASER'S CAVEAT AND /OR PRIORITY NOTICE

- 44.1 The Purchaser shall not lodge a Caveat and/or a Priority Notice for registration in respect of the Title to the Land prior to completion. This is an essential term of the Contract entitling the Vendor to claim damages from the Purchaser as a result of the Purchaser's breach of this condition.

45 F.I.R.B. REQUIREMENTS

- 45.1 The Purchaser acknowledges that after the date of this Contract the Vendor may apply for approval from the Foreign Investment Review Board to sell a proportion of the residential lots in the Strata Plan to foreign interests (the "Application")
- 45.2 The Purchaser shall not make any objection or make any requisition or claim any compensation or rescind or terminate this Contract or delay completion should the Vendor make the Application and if approved, sell a proportion of the residential lots in the Strata Plan to foreign interests in accordance with such approval.
- 45.3 The Purchaser warrants that if it is a foreign person as defined in the Foreign Acquisitions and Takeovers Act 1975 (the "FIRB Act"), it has obtained the consent of FIRB in accordance with the provisions of the FIRB Act to its purchase of the Property. The Purchaser hereby indemnifies the Vendor against all liability, loss damage and expenses the Vendor may suffer or incur as a direct or indirect result of a breach of this warranty.

46 LAND TAX, COUNCIL RATES, WATER RATES AND INSURANCE PREMIUMS

- 46.1 Council rates - If, at completion, a separate assessment for council rates in respect of the Property for the year current at completion has not been issued, the Vendor must pay the actual separate assessment if and when it issues. A "separate assessment" of Council rates does not include any waste management fees imposed by Council. On completion the Purchaser must adjust the amount of \$1,500.00 per annum on a paid basis and no regard is to be had to the actual separate assessment if and when it issues.
- 46.2 Water Rates - If, at completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current at completion has not been issued, the Vendor must pay the actual separate assessment if and when it issues. On completion the Purchaser must adjust the amount of \$500.00 per quarter on a paid basis and no regard is to be had to the actual separate assessment if and when it issues.
- 46.3 Land Tax - The vendor and purchaser agree that the amount of \$1,200.00 for the Property shall be adjusted upon completion for the payment of land tax for the then current land tax year and no regard is to be had to the actual liability for any land tax which may be payable on the Land or Property.
- 46.4 The Vendor must, on or before completion, pay or procure the payment of:
- (a) any assessment for council rates, and

- (b) any assessment for water and sewerage rates

issued before completion for the Land or for the Property either in full or to the extent necessary to free the Property from any charge for the payment of rates.

- 46.5 (a) The Vendor discloses that any assessment of land tax is payable by an instalment arrangement with Revenue NSW and the vendor undertakes to make all instalment payments as they fall due.

(b) The purchaser agrees to accept at completion an undertaking from the vendor to pay any assessment within the time limited by such assessment for payment. The vendor agrees that the amount of \$1,000.00 is to be held in trust by the vendor's solicitor until such time as the assessment has been paid.

(c) The Purchaser agrees to complete this Contract notwithstanding that the Vendor is unable to provide a clear land tax certificate on or prior to completion.

(d) The vendor will have complied with its obligations pursuant to Schedule 2, Clause 3 of the Conveyancing (Sale of Land) Regulation 2017 if it serves a land tax certificate for the year current at completion that relates to the land as it was registered as at midnight on the 31st December in the year immediately before the year of completion.

47 NON MERGER

- 47.1 The parties acknowledge that the benefit of the provisions of this Contract having application after completion continue to apply notwithstanding completion.

48 SYDNEY WATER

- 48.1 The Purchaser acknowledges that at the date of this Contract an accurate diagram for the Land from the appropriate sewerage authority showing where the Sydney Water sewer will affect the Land on completion of the Works may not be available. The Vendor warrants that all water, sewerage and drainage work has been or will be carried out at all times with the approval of Sydney Water and this warranty shall not merge on completion.

48.1.1 The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with this warranty.

- 48.2 Completion is not subject to or conditional upon the Vendor providing any updated diagram from Sydney Water.

49 RE-SALE PRIOR TO COMPLETION

- 49.1 The Purchaser agrees that during the currency of this Contract the Purchaser will only be entitled to list the Property for re-sale with the Real estate agents the currently engaged by the Vendor to market properties located in the development and the Purchasers agrees otherwise not to advertise for sale the Property during the currency of this Contract.

50 GST

- 50.1 The purchase price includes GST and the Vendor may not make any additional charge on account of GST.
- 50.2 The Vendor is entitled to pay GST under the scheme known as or generally referred to as the margin scheme under a New Tax System (Goods and Services Tax) Act 1999. The parties hereby agree that the margin scheme is to apply.
- 50.3 The Purchaser acknowledges that because the Vendor uses the margin scheme, the Purchaser will not be entitled to claim an input tax credit in respect of GST paid by the Vendor.
- 50.4 For the purposes of this clause GST means goods and services tax, value added tax, consumption tax or a similar tax.

51 DEPOSIT

- 51.1 The Deposit is ten percent (10%) of the Price.
- 51.1.1 If the Vendor agrees in writing prior to exchange, or prior to the expiry of any statutory Cooling-Off Period, that it will accept payment of the Deposit by instalments, then:
- 51.1.2 the Deposit is payable as to 5% upon exchange, or upon the expiry of any statutory Cooling-Off Period, and the balance of 5% is payable on or before the Completion Date. The provisions of clauses 2.3 and 2.5 continue to apply until the deposit is paid in full.
- 51.1.3 Clause 9.1 is deleted and replaced with: "keep or recover 10% of the Price".
- 51.2 (a) Notwithstanding the provisions of this Contract the Vendor will accept on exchange of Contracts a bank guarantee or deposit bond for the deposit in the place of cash payment.

- (b) Such guarantee or deposit bond must be effective until the completion of this Contract and be issued by a bank or insurance Company approved by the Vendor.
- (c) Where the Vendor has given notice to the purchaser pursuant to special condition 36.6, the Purchaser must within 21 days of such notice provide to the Vendor, or the Vendor's solicitor, a replacement bank guarantee or deposit bond with an expiry date not earlier than the date of expiry of the notice issued pursuant to special condition 36.6.

52.3 The provisions set out herein are essential terms of this contract.

53. DELETED

54. OCCUPATION CERTIFICATE

The vendor shall provide a copy of an Occupation Certificate to the purchaser at least 14 days prior to completion.

55. HOME BUILDING ACT

55.1 The Home Building Act requires residential building work (whether or not done under a contract) to be insured.

55.2 The vendor may not have commenced work involved in the construction of the Building on the Property as at the date of this Contract.

Where clause 55.2 is applicable:

55.3 The vendor is exempt under clause 61 of the Home Building Regulation 2004 from attaching a certificate of insurance to this contract evidencing the contract of insurance required by the Home Building Act for the residential building work referred to in clause 55.2, which is to be done on the Property.

55.4 The vendor (or any assignee of the vendor's rights under this contract) must give the purchaser a certificate of insurance in respect of any residential building work referred to in clause 55.2 that is to be done in respect of the property (as required by section 96A(1) of the Home Building Act) within 14 days after the contract of insurance in respect of that work is made.

55.5 The purchaser may rescind this contract if the vendor (or any assignee of the vendor's rights under this contract) does not comply with clause 55.4.

Where clause 55.2 is not applicable:

55.6 the Vendor warrants that it has taken out, or will take out, insurance as required by the Home Building Act and will prior to completion serve on the Purchaser a Certificate of Insurance.

55.7 The Purchaser agrees that prior to exercising any right of rescission that may be available to the Purchaser pursuant to s.96A Home Building Act or clause 55.5 hereof, the Purchaser must first serve on the Vendor's Solicitor a 14 day notice of such intention to rescind, and where the Vendor serves a Certificate of Insurance within the notice period the Purchaser agrees not to rescind the Contract.

56. PURCHASER'S REQUISITIONS ON TITLE

56.1 Notwithstanding anything else herein contained, the Purchaser agrees to only make those requisitions on title as are set out in the form of requisitions annexed hereto. These requisitions are deemed to have been made as at the date of this contract.

56.2 Annexed hereto are the vendor's replies to the purchaser's requisitions on title.

57. INCLUSIONS

57.1 Included in this sale of the subject premises are the Inclusions listed on the front page of the Contract, title to which shall pass to the Purchaser on completion. The Vendor hereby assigns to the Purchaser any rights the Vendor may have pursuant to any manufacturer's warranty with respect to the inclusions. The Inclusions are sold in the present state and condition, as to which the Vendor makes no warranty.

58. VENDOR DISCLOSURES

58.1 Where the title search annexed hereto does not record the vendor as the registered proprietor, the vendor discloses that it has entered into a contract to purchase the property, but is not yet the registered proprietor. Completion is subject to and conditional upon the vendor being recorded as the registered proprietor of the property.

58.2 The vendor discloses that as at the date of this Contract the vendor may not have approval for construction of the house in accordance with the plans annexed hereto. In the event that the vendor does not obtain such approval the Purchaser may rescind this Contract and the terms of clause 19.1.1 and 19.2.1 only shall apply.

The purchaser shall not be entitled to make any requisition, claim for compensation or objection in relation to the disclosures made herein.

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59. ACCESS TO THE BUILDING SITE

The purchasers acknowledge and agree that they are not entitled to access the building site during construction and prior to the completion of the contract unless they are accompanied by a representative of the vendor.

60. RESCISSION BY THE VENDOR

Should the Purchaser (or either of them if more than one) die prior to the date of completion of this Contract, or become incapable of managing their affairs within the meaning of the Mental Health Act, 1958, as amended, or any statute which may replace the same, then the Vendor may by notice in writing rescind this Contract whereupon the provisions of clause 19 shall apply, provided that the rescinding party is not otherwise in default under this Contract.

61. TERMINATION BY THE VENDOR

Should the Purchaser (or either of them if more than one) be declared bankrupt prior to the date of completion of this Contract, then the Vendor may by notice in writing terminate this Contract whereupon the provisions of clause 9 shall apply.

62 GUARANTEE FOR CORPORATE BUYER

In consideration of the Vendor contracting with the corporate Purchaser [insert guarantors full names] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this contract for whatever reason. The Vendor may seek to recover any loss from the guarantor before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the Vendor.

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SIGNED by)
the guarantors in the presence of:)

Signature

Signature of Witness

Print Name of Witness

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	UPG 317 Pty Ltd
PROPERTY	13L Narromine Road, Dubbo, New South Wales 2830

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type: Choose an item.

DETAILS					
Completion	The later of: 21 days after registration of the subdivision, or 14 days after the service of an Occupation Certificate		Refer to clause(s):	38	
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	36.4
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Interest and Legal fees: 38.3 & 38.4		
Has development approval been obtained?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Development Approval No:			
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:			

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (select all that apply).	
<input checked="" type="checkbox"/> draft plan <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input checked="" type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.
- 10a Any company charge must be released at completion by the provision of a Form 312 release
and the vendor must allow the registration fee for such release.

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.

14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.

15. (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?

(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(d) Has the vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:

(i) please identify the building work carried out;

(ii) when was the building work completed?

(iii) please state the builder's name and licence number;

(iv) please provide details of insurance under the Home Building Act 1989.

16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:

(a) when did construction of the swimming pool commence?

(b) is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act 1992?

(c) if the swimming pool has been approved under the Local Government Act 1993, please provide details.

(d) are there any outstanding notices or orders?

18. (a) To whom do the boundary fences belong?

(b) Are there any party walls?

(c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.

(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?

(e) Has the vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 or the Encroachment of Buildings Act 1922?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?

20. Is the vendor aware of:

(a) any road, drain, sewer or storm water channel which intersects or runs through the land?

(b) any dedication to or use by the public of any right of way or other easement over any part of the land?

(c) any latent defects in the property?

21. Has the vendor any notice or knowledge that the property is affected by the following:

(a) any resumption or acquisition or proposed resumption or acquisition?

(b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

(c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?

(d) any sum due to any local or public authority? If so, it must be paid prior to completion.

(e) any realignment or proposed realignment of any road adjoining the property?

(f) any contamination?

22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?

(b) If so, do any of the connections for such services pass through any adjoining land?

(c) Do any service connections for any other property pass through the property?

23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

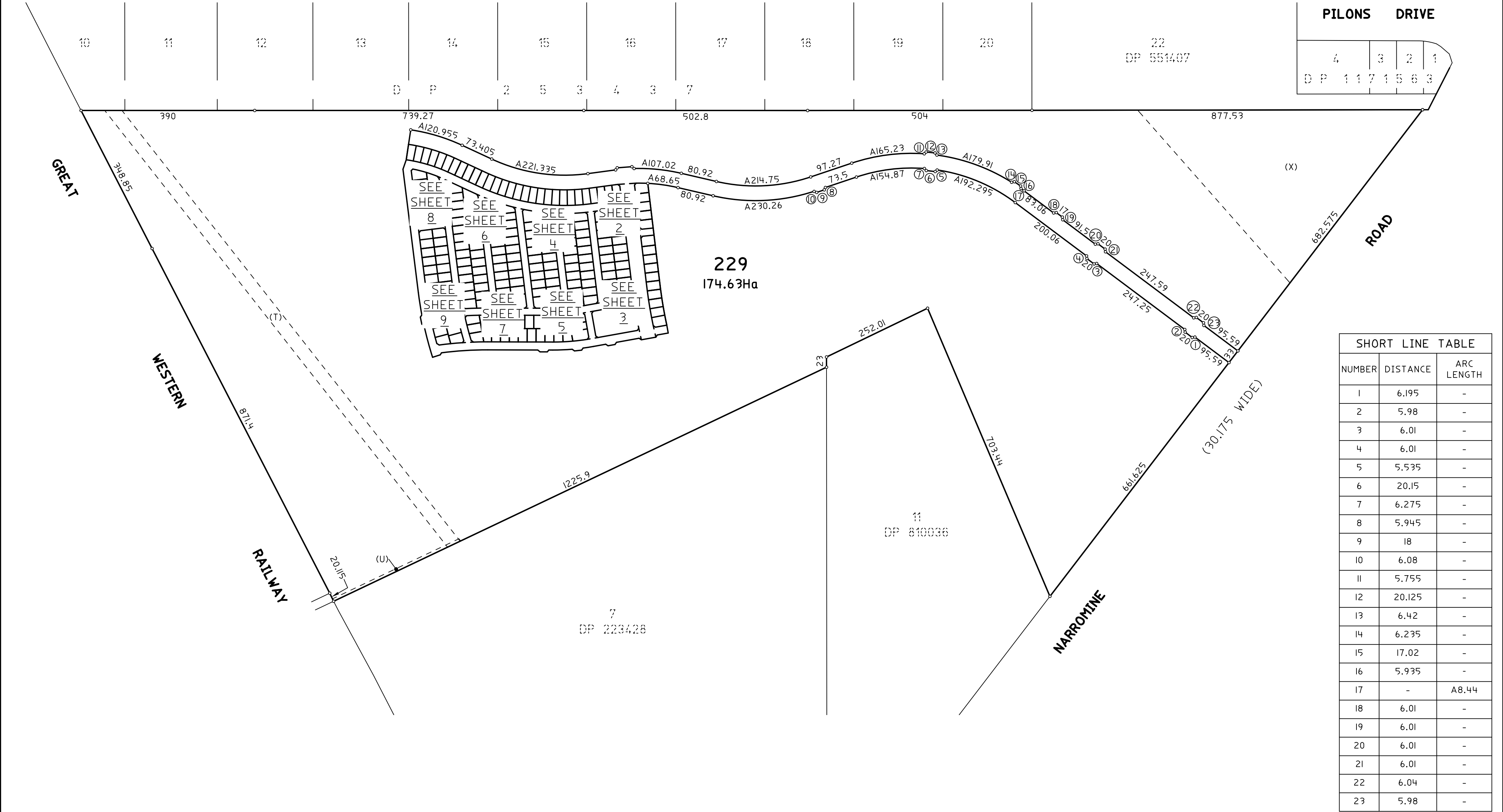
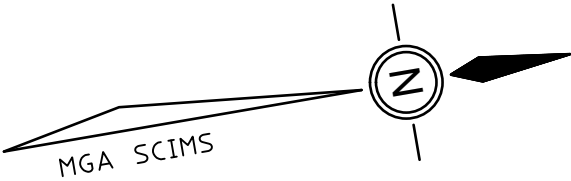
28. The purchaser reserves the right to make further requisitions prior to completion.

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

REPLIES TO RESIDENTIAL PROPERTY REQUISITONS ON TITLE

As far as the Vendor is aware, and apart from anything noted in the Contract, the vendor makes the following replies:

1. Noted
2. No
3. – 5. Not applicable
6. – 7. Noted
8. No
9. At first mortgagee's by appointment
10. No
- 10a. Not agreed. The sale is in the ordinary course of the vendors business.
11. Noted
12. Subject to contract
13. Noted
14. No
15. (a) Yes
 - (b) – (c) No
 - (d) Subject to Contract
 - (e) Subject to Contract
16. No
17. Not applicable
- 18.(a) Vendor and adjoining owners jointly
 - (b) – (c) No
19. No
20. No
21. No
22. Yes, subject to Contract.
23. No
24. Not applicable
25. To be provided at completion
26. Not agreed, to be provided prior to completion
- 27.- 28. Subject to contract
29. Noted





(S) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
(W) EASEMENT TO DRAIN WATER 3 WIDE

Surveyor: BENJAMIN P. SRECKOVIC
of Maker ENG
Date of Survey:
Surveyor's Ref: MKR00357

PLAN OF
SUBDIVISION OF LOT 22 DP 1038924

LGA: DUBBO REGIONAL
Locality: DUBBO
Subdivision No:
Lengths are in metres. Reduction Ratio 1:500

Registered

DRAFT PLAN
SUBJECT TO SERVICE AUTHORITY ADVICES,
DEVELOPMENT CONSENT, SUBDIVISION
CERTIFICATE APPROVAL, LRS PLAN REGISTRATION.
DATE OF ISSUE: 02/05/2022



(S) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
(W) EASEMENT TO DRAIN WATER 3 WIDE

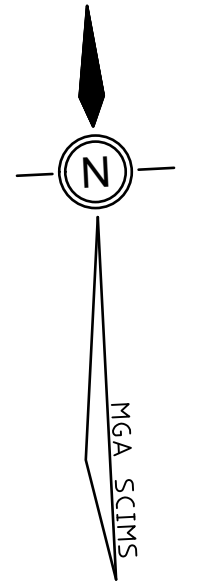
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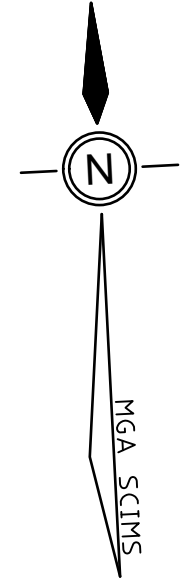
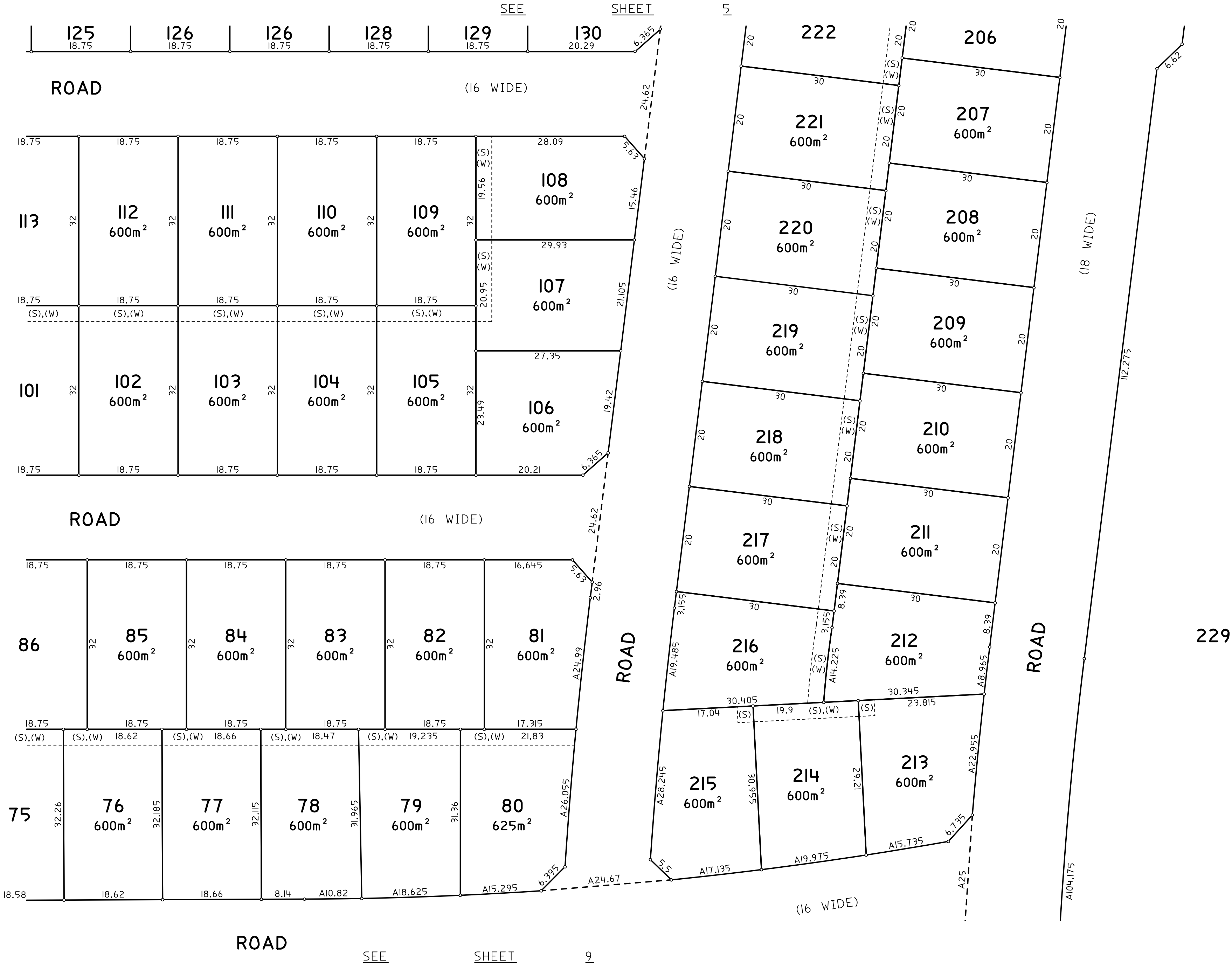
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CERTIFICATE APPROVAL, LRS PLAN REGISTRATION.
DATE OF ISSUE: 02/05/2022



Surveyor:	BENJAMIN P. SRECKOVIC of Maker ENG	PLAN OF SUBDIVISION OF LOT 22 DP 1038924	LGA:	DUBBO REGIONAL	Registered	DRAFT PLAN SUBJECT TO SERVICE AUTHORITY ADVICES, DEVELOPMENT CONSENT, SUBDIVISION CERTIFICATE APPROVAL, LRS PLAN REGISTRATION. DATE OF ISSUE: 02/05/2022
Date of Survey:			Locality:	DUBBO		
Surveyor's Ref:	MKR00357		Subdivision No:			
			Lengths are in metres.	Reduction Ratio 1:500		



Surveyor: BENJAMIN P. SRECKOVIC of Maker ENG	PLAN OF SUBDIVISION OF LOT 22 DP 1038924	LGA: DUBBO REGIONAL	Registered	DRAFT PLAN
Date of Survey:		Locality: DUBBO		SUBJECT TO SERVICE AUTHORITY ADVICES, DEVELOPMENT CONSENT, SUBDIVISION
Surveyor's Ref: MKR00357		Subdivision No:		CERTIFICATE APPROVAL, LRS PLAN REGISTRATION.
		Lengths are in metres.	Reduction Ratio 1:500	DATE OF ISSUE: 02/05/2022



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(W) EASEMENT TO DRAIN WATER 3 WIDE

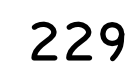
Surveyor: BENJAMIN P. SRECKOVIC
of Maker ENG
Date of Survey:
Surveyor's Ref: MKR00357

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SUBDIVISION OF LOT 22 DP 1038924

LGA: DUBBO REGIONAL
Locality: DUBBO
Subdivision No:
Lengths are in metres. Reduction Ratio 1:500

Registered

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DATE OF ISSUE: 02/05/2022



DRAFT PLAN
SUBJECT TO SERVICE AUTHORITY ADVICES,
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DATE OF ISSUE: 02/05/2022



(S) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
(W) EASEMENT TO DRAIN WATER 3 WIDE

Surveyor: BENJAMIN P. SRECKOVIC
of Maker ENG
Date of Survey:
Surveyor's Ref: MKR00357

PLAN OF
SUBDIVISION OF LOT 22 DP 1038924

LGA: DUBBO REGIONAL
Locality: DUBBO
Subdivision No:
Lengths are in metres. Reduction Ratio 1:500

Registered

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SUBJECT TO SERVICE AUTHORITY ADVICES,
DEVELOPMENT CONSENT, SUBDIVISION
CERTIFICATE APPROVAL, LRS PLAN REGISTRATION.
DATE OF ISSUE: 02/05/2022

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 12 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> <div style="border: 2px solid red; padding: 10px; text-align: center; color: red; font-weight: bold; font-size: 1.2em;">DRAFT ONLY</div>
<p>PLAN OF SUBDIVISION OF LOT 22 DP 1038924</p>	<p>LGA: DUBBO REGIONAL</p> <p>Locality: DUBBO</p> <p>Parish: BUBBO</p> <p>County: GORDON</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, BENJAMIN P. SRECKOVIC of Maker ENG Pty Ltd - 25 Atchison St, Wollongong 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</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' – 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: _____ Dated: _____</p> <p>Surveyor Identification No: 8587 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.6.15 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:</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 1038924</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 ROAD TO THE PUBLIC AS PUBLIC ROAD.</p> <p>IT IS INTENDED TO CREATE LOT 227 AS PUBLIC RESERVE.</p>
<p>Surveyor's Reference: MKR00357-STG1</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 22 DP 1038924**

Subdivision Certificate number:

Date of Endorsement:

DRAFT ONLY

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

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

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT OF 1919 IT IS INTENDED TO:

CREATE:-

1. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (S)
2. EASEMENT TO DRAIN WATER 3 WIDE (W)
3. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: MKR00357-STG1

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Lot	Street Number	Street Name	Street Type	Locality
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If space is insufficient use additional annexure sheet

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Lot	Street Number	Street Name	Street Type	Locality
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Lot	Street Number	Street Name	Street Type	Locality
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Lot	Street Number	Street Name	Street Type	Locality
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Lot	Street Number	Street Name	Street Type	Locality
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Lot	Street Number	Street Name	Street Type	Locality
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Lot	Street Number	Street Name	Street Type	Locality
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Lot	Street Number	Street Name	Street Type	Locality
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Lot	Street Number	Street Name	Street Type	Locality
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STREET ADDRESS NOT AVAILABLE FOR LOTS 227, 228 & 229.

If space is insufficient use additional annexure sheet

Surveyor's Reference: MKR00357-STG1

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PLAN OF SUBDIVISION OF LOT 22 DP 1038924

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Signed in my presence by **SCOTT STERLING SINCLAIR** who is personally known to me:.....
Signature of witness.....
SCOTT STERLING SINCLAIR.....
Name of witness (BLOCK LETTERS).....
Address of witnessSigned in my presence by **LISA MAREE KELLY** who is personally known to me:.....
Signature of witness.....
LISA MAREE KELLY.....
Name of witness (BLOCK LETTERS).....
Address of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: MKR00357-STG1

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

(Sheet 1 of 4)

Plan:

Plan of Subdivision of Lot 22 DP 1038924
covered by Subdivision Certificate No.

**Full name and address
of the owner(s) of the land:**

**SCOTT STERLING SINCLAIR
LISA MAREE KELLY**
Street Address,
Suburb, NSW, Post Code

**DRAFT ONLY – OTHER EASEMENTS,
COVENANTS AND RESTRICTIONS MAY
BE ADDED TO THE FINAL INSTRUMENT**

Part 1 (Creation)

Number of Item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Drainage of Sewage 3 wide (S)	29-47, 65-80, 95, 97-105, 107, 108, 118-129, 131, 132, 142- 153, 165-173, 175, 176, 186- 202, 213-226.	Dubbo Regional Council
2	Easement to Drain Water 3 wide (W)	30-47, 67-80, 97-105, 107, 108, 118, 119, 121-129, 131, 132, 142, 144-153, 166-173, 175, 176, 187-190, 192-202, 214, 216-225.	Dubbo Regional Council
3	Restriction on the Use of Land	1-226	1-226

.....
Dubbo Regional Council

.....
Scott Sterling Sinclair & Lisa Maree Kelly

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

(Sheet 2 of 4)

Plan:

Plan of Subdivision of Lot 22 DP 1038924
covered by Subdivision Certificate No.

Part 2

Terms of Restriction on the Use of Land numbered 3 in the plan

- 1.1 While the land adjoining a lot burdened is owned by **SCOTT STERLING SINCLAIR** and **LISA MAREE KELLY**, no dividing fence or wall shall be erected on the boundary with the adjoining land unless it is erected at no expense to **SCOTT STERLING SINCLAIR** and **LISA MAREE KELLY**.
- 1.2 No main building shall be constructed of materials other than new materials as can be expected by contemporary building standards.
- 1.3 No roof on any main building shall be of materials other than concrete tiles, terracotta tiles or colorbond metal.
- 1.4 No roof on any main building shall have a pitch of less than 22.5 degrees.
- 1.5 No main building will be constructed on a lot burdened unless concurrently with a single garage or carport, with the single garage or carport having a minimum 5.5 metre boundary setback from the street frontage.
- 1.6 No garage or shedding shall be constructed of materials other than new materials.
- 1.7 Water tanks must not be visible from the street frontage.
- 1.8 Waste bins must not be stored in a location visible from the street frontage.
- 1.9 Fake or synthetic turf is not permitted on the street frontage of any lots, or any other part of the lot burdened visible from the street frontage.

Name of person whose consent is required to release, vary or modify the Restriction on The Use of Land numbered 3 in the plan.

Scott Sterling Sinclair and Lisa Maree Kelly whilst ever owning any lot or part of any lot in the plan.

.....
Dubbo Regional Council

.....
Scott Sterling Sinclair & Lisa Maree Kelly

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

(Sheet 3 of 4)

Plan:

Plan of Subdivision of Lot 22 DP 1038924
covered by Subdivision Certificate No.

.....

Dubbo Regional Council by its authorised delegate pursuant to s.377 Local Government Act 1993:

.....
Signature of Delegate

.....
Name of Delegate

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

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

.....
Dubbo Regional Council

.....
Scott Sterling Sinclair & Lisa Maree Kelly

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

(Sheet 4 of 4)

Plan:

Plan of Subdivision of Lot 22 DP 1038924
covered by Subdivision Certificate No.

.....

Signed in my presence by **SCOTT STERLING SINCLAIR** who is personally known to me:

.....
Signature of witness

.....
SCOTT STERLING SINCLAIR

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness

Signed in my presence by **LISA MAREE KELLY** who is personally known to me:

.....
Signature of witness

.....
LISA MAREE KELLY

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness

.....
Dubbo Regional Council

.....
Scott Sterling Sinclair & Lisa Maree Kelly



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 22/1038924

SEARCH DATE	TIME	EDITION NO	DATE
11/4/2022	2:08 PM	3	10/11/2016

LAND

LOT 22 IN DEPOSITED PLAN 1038924
AT WEST DUBBO
LOCAL GOVERNMENT AREA DUBBO REGIONAL
PARISH OF DUBBO COUNTY OF GORDON
TITLE DIAGRAM DP1038924

FIRST SCHEDULE

SCOTT STERLING SINCLAIR
LISA MAREE KELLY
AS JOINT TENANTS (AE AK908411)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS WITHIN 5.058HA GRANT
- 3 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM CREATED BY:
G990333 FOR TRANSMISSION LINE
DP785643 FOR WATER SUPPLY 6 WIDE
- 4 DP785643 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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Received: 11/04/2022 14:08:57

PLAN FORM 2

SIGNATURES AND SEALS ONLY

Plan Drawing only to appear in this space

DP1038924

Registered 11-3-2002

Title System TORRENS

Purpose ACQUISITION

Ref Maps: P5825-2H, P532-8#

Last Plan: DP785643

PLAN OF LAND TO BE ACQUIRED FOR THE PURPOSES OF THE ROADS ACT, 1993.

Lengths are in metres, Reduction Ratio 1:8000

L.G.A.: DUBBO CITY

Locality: WEST DUBBO

Parish: DUBBO

County: GORDON

This is sheet of my plan.

ROBERT GORDON BALLANTYNE of ROADS & TRAFFIC AUTHORITY, N.S.W.

certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practices Regulations, 1993, and that the survey is a true and correct copy of the original survey.

Signature: Robert Gordon Ballantyne Dated 25/4/02

Survey registered under the Survey Act 1993.

Points used in preparation of this plan

DP 1038924

DP 237893

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

LOT 23 IS REQUIRED FOR ROAD AND AFTER CONSTRUCTION WILL BE DEDICATED AS PUBLIC ROAD UNDER SECTION 10 OF THE ROADS ACT, 1993.

APPROVED:

MANAGER, PROPERTY SERVICES

WESTERN REGION

ROADS AND TRAFFIC AUTHORITY

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SEE DIA 'A' MITCHELL 23. 1.292 ha (SH 7) FROM NARRAMINE

SEE DIA 'B' HIGHWAY 22. 1.390.6 (R) 1377.2 To Dubbo

DP 810036

DP 810036

DP 810036

DP 810036

DP 810036

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JUL 21 1953

CONVEYANCING ACTS, 1919-1953
REAL PROPERTY ACT, 1900

Notice of Resumption of Land subject to the provisions
of Real Property Act, 1900

I, ALFRED ALLEYNE LEVY 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 of the Twelfth day of July one thousand nine hundred and fiftyseven, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I, the said ALFRED ALLEYNE LEVY 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 Twentyfourth day of July, one thousand nine hundred and fiftysix under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister 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
Pts. Lots 1 - 4 (incl. and Lot 6 and part of reserve 1 ft. wide	Parish Dubbo	County Gordon Deposited Plan 3189 and 3228	Part C.T.	5403	54 ✓
Pt. Por. 71	Parish Dubbo	County Gordon	" C.G.	5314	87 ✓
Being the land delineated on plan hereunto annexed marked "A"	Parish Dubbo	County Gordon	Part C.T.	2144	236 ✓
Pt. Pors. 40 and 41	"	"	" C.G.	4667	113 ✓
Pt. Closed Road	Parish Dubbo	County Gordon	Part C.T.	1407	186 ✓
Being the land delineated on plan hereunto annexed marked "B"	Parish Dubbo	County Gordon	Part C.T.	1407	186 ✓
Pt. Pors. 46, 47 and 48	Parish Dubbo	County Gordon	Part C.T.	1407	186 ✓
Being the land delineated on plan hereunto annexed marked "C"	Parish Dubbo	County Gordon	Part C.G.	5271	116 [P] ✓
Pt. Pors. 153 and 222	Parish Dubbo	County Gordon	Part C.G.	5271	116 [P] ✓

DATED this _____ day of _____, in the year of Our Lord
one thousand nine hundred and fifty-

SIGNED by the said

in the presence of

THE REGISTRAR GENERAL
SYDNEY.

Originals filed in Volumes
vide SDB 57/124 for copy of plans.

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Vol.	Fol.
Pt. Por. 63	Parish Burrabadine	County Narromine	Part C.G.	7184	241
Being the land delineated on plan hereunto annexed marked "D"					
Pt. Por. 62	Parish Burrabadine	County Narromine	Part C.G.	5225	210
" " 32	"	"	" C.G.	3627	121
Being the land delineated on plan hereunto annexed marked "E" ✓					
Pt. Por. 33	Parish Burrabadine	County Narromine	Part C.G.	5864	116
Being the land delineated on plan hereunto annexed marked "F" ✓					
Pt. Por. 11	Parish Burrabadine	County Narromine	Part C.G.	3238	97
" " 49	"	"	" C.G.	4581	116
Being the land delineated on plan hereunto annexed marked "G" ✓					
Pt. Por. 82	Parish Burrabadine	County Narromine	Part C.G.	6201	
Being the land delineated on plan hereunto annexed marked "H" ✓					
Pt. Por. 31	Parish Burrabadine	County Narromine	Part C.G.	3267	116
" " 39	"	"	" C.G.	3367	240
Being the land delineated on plan hereunto annexed marked "J" ✓					
Pt. Por. 49	Parish Minmore	County Narromine	Part C.G.	3245	206
" " 51	"	"	" C.G.	4534	190
Pt. Lot B in plan annexed to Trans- fer No. F627729	"	"	" C.T.	6557	145
Being the land delineated on plan hereunto annexed marked "K" ✓					
Pt. Pors. 59 and 61	Parish Minmore	County Narromine	Part C.T.	5999	65
Pt. Pors. 59 and 61	"	"	" C.T.	5999	66
Pt. Pors. 59 and 61	"	"	" C.T.	5999	67
Being the land delineated on the plan hereunto annexed marked "L" ✓					
Pt. Por. 53	Parish Narromine	County Narromine	Part C.G.	7246	11
Being the land delineated on the plan hereunto annexed marked "R"					
Pt. Land in plans marked "X" and "Y" in dealing registered No. F.785360	"	"	" C.T.	6634	250
Pt. Por. 20	Parish Narromine	County Narromine	Part C.T.	6635	18
Being the land delineated on the plan hereunto annexed marked "R"					

SCHEDULE (Contd.)

EG 990333

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Vol.	Fol.
	Parish	County			
Pt. Lot 5	Wentworth	Narromine	Part C.T.	4145	78
		Deposited Plan 15048			
" 6	do	15048	" C.T.	4145	80
Being the land delineated on plan hereunto annexed marked "O"					
Pt. Lots 2 and 3		Deposited Plan 15048	Part C.T.	4568	73
" Lot 4	do	15048	" C.T.	6107	222
" " 4	do	15048	" C.T.	6107	223
" " 4	do	15048	" C.T.	6107	224
" " 4	do	15048	" C.T.	6107	225
Being the land delineated on plan hereunto annexed marked "P"					

Now being part of land comprised in Cert's of Title Vol. 74475 Fol. 53

Now being part of land comprised in Cert's of Title Vol. 7427 Fol. 123

DATED this 23rd day of October in the year
 of Our Lord one thousand nine hundred and fiftyseven.

SIGNED by the said ALFRED ALLEYNE

in the presence of:

R. Wright

The Registrar-General,
 SYDNEY.

Alfred Alleyne

B

G 990333

Published in Government Gazette No. 77 of 12th July, 1917.

ELECTRICITY COMMISSION ACT, 1903-1904.—PUBLIC WORKS ACT, 1912.

DUBBO-NARRAMINE 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 surface and the subsoil or undercarriage of 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 as 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, for the purposes 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 3rd day of July, 1917.

J. NORTHCOTT, Governor.
J. B. BENSHAW Minister for Local Government.

SCHEDULE.

All that piece or parcel of land situate in the Shire of Talbragar, parish of Dubbo and county of Gordon, being those parts of lots 1 to 4 inclusive, and lot 6, deposited plan 3,189 and part of the reserve 1 foot wide forming the western extremity of Kennedy-street lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the north-eastern side of the Mitchell Highway at a point distant 9 chains 84 links south-westerly from the south-western corner of portion 55, and bears north-westerly through a point on the western side of a road 1 chain wide forming the eastern boundary of the said lot 6, deposited plan 3,189, bearing northerly 1 chain 15 links from the intersection of that side of that road 1 chain wide with the northern side of Kennedy-street,—and said to be in the possession of Abella K. Scott.

Also, all that piece or parcel of land situate as aforesaid, being that part of portion 71 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 71 at a point bearing 180 degrees and distant 3 chains 18 links northerly from the south-western corner of that portion and bears 87 degrees 54 minutes to the left bank of the Macquarie River,—and said to be in the possession of Dora K. Scott.

Also, all that piece or parcel of land situate as aforesaid, being that part of portions 40 and 41 and that part of the land annexed in Crown grant, volume 4,007, folio 113, lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the south-western side of the Mitchell Highway at a point distant 11 chains 31 links south-easterly from the south-eastern corner of portion 42 and bears south-westerly through a point on the north-eastern boundary of portion 40 distant 14 chains 55 links north-westerly from the intersection of that boundary with the north-western boundary of the Great Western Railway Land but excluding thereout the land in plan annexed to dealing D. 279,334,—and said to be in the possession of The Commonwealth Wool & Produce Co. Ltd. and another.

Also, all that piece or parcel of land situate as aforesaid, being those parts of portions 45-48 inclusive, lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the north-eastern boundary of the said portion 45 at a point distant 14 chains 55 links north-westerly from the intersection of that boundary with the north-western boundary of the Great Western Railway Land, and bears south-westerly through a point on the western boundary of the said portion 45 distant 3 chains 61 links northerly from the intersection of that boundary with the said north-western side of the Great Western Railway,—and said to be in the possession of George D. Dowling.

Also, all that piece or parcel of land situate in the Shire of Talbragar, being that part of portion 65, parish of Burrabrag, and county of Narramine, and those parts of portions 158 and 225, parish of Dubbo and county of Gordon, 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 portion 48 at a point distant 3 chains 61 links northerly from the intersection of that boundary and the north-western side of the Great Western Railway and bears south-westerly through a point on the western boundary of the said portion 65 distant 1 chain 80 links northerly from the south-western corner of that portion,—and said to be in the possession of E. V. Mulholland and others.

Also, all that piece or parcel of land situate in the Shire of Talbragar, parish of Burrabrag and county of Narramine, being those parts of portions 51 and 52, 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 the said portion 51 at a point distant 1 chain 84 links northerly from the south-eastern corner of that portion and bears south-westerly through a point on the western boundary of the said portion 52 distant 28 links northerly from the south-western corner of that portion,—and said to be in the possession of Charles Henry Brook and Colla Ocell Ollidings.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 53, 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 the said portion 53 at a point distant 98 links northerly from the south-eastern corner of that portion and bears south-westerly through a point on the western boundary of that portion distant 28 links northerly from the south-western corner of that portion,—and said to be in the possession of Charles Henry Brook.

Also, all that piece or parcel of land situate as last aforesaid, being those parts of portions 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 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 the said portion 54 at a point distant 88 links northerly from the south-eastern corner of that portion and bears south-westerly through a point on the western boundary of the said portion 40 distant 78 links northerly from the south-western corner of that portion,—and said to be in the possession of Albert C. Nelder and George W. Murray.

Also, all that piece or parcel of land situate as last aforesaid, being those parts of portions 50, 71 and 85, 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 the said portion 50 distant 78 links northerly from the south-eastern corner of that portion and bears south-westerly through a point on the western boundary of the said portion 71 distant 1 chain 43 links northerly from the south-western corner of that portion,—and said to be in the possession of Cyril F. Membray and Robert J. Nelder.

Also, all that piece or parcel of land situate as last aforesaid, being those parts of portions 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 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 the said portion 70 at a point distant 1 chain 43 links northerly from the south-eastern corner of that portion and bears south-westerly through a point on the western boundary of the said portion 40 distant 78 links northerly from the south-western corner of that portion,—and said to be in the possession of Harry A. G. Day.

Also, all that piece or parcel of land situate in the Shire of Talbragar, parish of Murrumbidgee and county of Narramine, being those parts of portions 88, 89 and 90, 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 the said portion 88 at a point distant 78 links northerly from the south-eastern corner of that portion and bears generally south-westerly through a point on the south-western boundary of the said portion 85 distant 5 chains 47 links north-westerly from the south-western corner of that portion but excluding thereout the site of the reserved road 1 chain 50 links wide through the said portion 85,—and said to be in the possession of Joseph Howard and others.

Also, all that piece or parcel of land situate as last aforesaid, being those parts of portions 49 and 51 and lot B, plan annexed to dealing F. 627,728, lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the southernmost north-eastern boundary of the said lot B, plan annexed to dealing F. 627,728 at a point distant 5 chains 47 links north-westerly from the south-western corner of portion 85 and bears south-westerly through a point on the western boundary of the said portion 51 distant 78 links northerly from the south-western corner of that portion,—and said to be in the possession of Ernest William Payson.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 69 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 the said portion 69 at a point distant 91 links northerly from the south-eastern corner of that portion and bears south-westerly through a point on the western boundary of that portion distant 82 links northerly from the south-western corner of that portion,—and said to be in the possession of George Barker.

Also, all that piece or parcel of land situate as last aforesaid, being those parts of portions 68 and 78 lying within strips of land 50 feet wide on both sides of the centre line of

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

Witness

Kidnight

Agnew

FG 990333

No.

LODGED by

State Crown Solicitor,
 237 Macquarie Street,
 Sydney.

NOTICE OF RESUMPTION

of Easement for Transmission Line

12/5/59

16/1/59

*Red. 16 plans.
 S.D.B.
 2-7-58*

Particulars entered in Register Book.

VOL	FOL	Vol.	Fol.	VOL	FOL	VOL	FOL	VOL	FOL
1407	186	3627	121	4667	113	5864	116	6634	250
2144	236	4145	78	5225	210	5999	65	6635	18
3238	97	4145	80	5271	116	5999	66	7184	241
3245	206	4534	190	5314	87	5999	67	7246	17
3267	116	4581	116	5403	54	6201	49	7427	229
3367	240					6557	145	7475	58

day of *May* 19 *59*
 at *20* minutes *3*
 o'clock in the *after* noon.

[Signature]
 Registrar-General.



[Signature]

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, 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 3rd day of July, 1957.

J. NORTHCOTT, Governor.

J. B. RENSHAW, Minister for Local Government.

SCHEDULE.

All that piece or parcel of land situate in the City of Maitland, parish of Maitland and county of Northumberland, being that part of the land shown in plan annexed to dealing A. 404,436, and that part of the 1 rood 27½ perches parcel of land comprised in Certificate of Title Volume 4,587, folio 41, lying within strips of land 25 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said land shown in plan annexed to dealing A. 404,436, at a point distant 88 feet 1½ inches easterly from the south-western corner of that land and bears north-westerly through a point on the south-western boundary of the said 1 rood 27½ perches parcel of land, distant 84 feet 1½ inches south-easterly from the north-western corner of that land,—and said to be in the possession of Tooth & Co. Ltd., and another.

And also, all that piece or parcel of land situate as aforesaid, being that part of the land shown in plan annexed to dealing A. 334,863, lying within strips of land 25 feet wide on both sides of the centre line of the transmission line which intersects the north-eastern boundary of the said land shown in plan annexed to dealing A. 334,863 at a point bearing 172 degrees 26 minutes and distant 79 feet 8½ inches from the north-eastern corner of that land, and thence bears 276 degrees 53 minutes 50 seconds through a point on the northern boundary of that land,—and said to be in the possession of Jessie I. Latter and others. (Misc. 56-10,726.) (4854)

ELECTRICITY COMMISSION ACT, 1950-1954.—PUBLIC WORKS ACT, 1912.

HAMILTON-MAITLAND 66kV ELECTRICITY 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 surface and subsoil or undersurface of 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, 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 3rd day of July, 1957.

J. NORTHCOTT, Governor.

J. B. RENSHAW, Minister for Local Government.

SCHEDULE.

All that piece or parcel of land situate in the City of Maitland, parish of Maitland and county of Northumberland, being that part of the land described in Deed Registered Book 2015, No. 419, that part of the land severally described in Deed Registered Book 1542, No. 363, and that part of the land comprised in Certificate of Title volume 4,183, folio 37, lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said land severally described in Deed Registered Book 1,542, No. 363, at a point distant 203 feet easterly from the south-western corner of that land and bears north-westerly through a point on the eastern boundary of the 2 roods 6½ perches parcel of land shown in plan annexed to dealing A. 106,226, distant 556 feet 8 inches measured along that boundary, generally northerly from the southernmost corner of that land,—and said to be in the possession of Eric A. Parsons and others. (Misc. 56-10,726.) (4853)

ELECTRICITY COMMISSION ACT, 1950-1954.—PUBLIC WORKS ACT, 1912.

DUBBO-NARROMINE 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 surface and the subsoil or undersurface of 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, 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 3rd day of July, 1957.

J. NORTHCOTT, Governor.

J. B. RENSHAW, Minister for Local Government.

SCHEDULE.

All that piece or parcel of land situate in the Shire of Talbragar, parish of Dubbo and county of Gordon, being those parts of lots 1 to 4 inclusive, and lot 6, deposited plan 3,189 and part of the reserve 1 foot wide forming the western extremity of Kennedy-street lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the north-eastern side of the Mitchell Highway at a point distant 9 chains 94 links south-easterly from the south-western corner of portion 55, and bears north-easterly through a point on the western side of a road 1 chain wide forming the eastern boundary of the said lot 6, deposited plan 3,189, bearing northerly 1 chain 15 links from the intersection of that side of that road 1 chain wide with the northern side of Kennedy-street,—and said to be in the possession of Sheila K. Scott.

Also, all that piece or parcel of land situate as aforesaid, being that part of portion 71 lying within strips of land 50 feet wide on both side of the centre line of the transmission line which intersects the western boundary of the said portion 71 at a point bearing 180 degrees and distant 3 chains 18 links northerly from the south-western corner of that portion and bears 87 degrees 54 minutes to the left bank of the Macquarie River,—and said to be in the possession of Dora K. Scott.

Also, all that piece or parcel of land situate as aforesaid, being that part of portions 40 and 41 and that part of the land comprised in Crown grant, volume 4,667, folio 113, lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the south-western side of the Mitchell Highway at a point distant 11 chains 31 links south-easterly from the south-eastern corner of portion 42 and bears south-westerly through a point on the north-eastern boundary of portion 46 distant 14 chains 65 links north-westerly from the intersection of that boundary with the north-western boundary of the Great Western Railway Land but excluding thereout the land in plan annexed to dealing D. 279,534,—and said to be in the possession of The Commonwealth Wool & Produce Co. Ltd. and another.

Also, all that piece or parcel of land situate as aforesaid, being those parts of portions 46-48 inclusive, lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the north-eastern boundary of the said portion 46 at a point distant 14 chains 65 links north-westerly from the intersection of that boundary with the north-western boundary of the Great Western Railway Land, and bears south-westerly through a point on the western boundary of the said portion 48 distant 3 chains 61 links northerly from the intersection of that boundary with the said north-western side of the Great Western Railway,—and said to be in the possession of George D. Dowling.

Also, all that piece or parcel of land situate in the Shire of Talbragar, being that part of portion 63, parish of Burragadine and county of Narromine, and those parts of portions 153 and 222, parish of Dubbo and county of Gordon, 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 portion 48 at a point distant 3 chains 61 links northerly from the intersection of that boundary and the north-western side of the Great Western Railway and bears south-westerly through a point on the western boundary of the said portion 63 distant 1 chain 80 links northerly from the south-western corner of that portion,—and said to be in the possession of E. V. Mulholland and others.

Also, all that piece or parcel of land situate in the Shire of Talbragar, parish of Burragadine and county of Narromine, being those parts of portions 32 and 62, lying within strips of

"A"

V. 5403
F. 54

"A"

V. 5314
F. 67

"B"

V. 2144
F. 236
V. 4667
F. 113

"C"

V. 1407
F. 186

"M"

V. 7180
F. 241
V. 5271
F. 116

land 50 feet wide on both sides of the centre line of the transmission line which intersects the eastern boundary of the said portion 62 at a point distant 1 chain 84 links northerly from the south-eastern corner of that portion and bears south-westerly through a point on the western boundary of the said portion 32 distant 98 links northerly from the south-western corner of that portion,—and said to be in the possession of Charles Henry Brook and Colin Cecil Giddings.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 33, 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 the said portion 33 at a point distant 98 links northerly from the south-eastern corner of that portion and bears south-westerly through a point on the western boundary of that portion distant 82 links northerly from the south-western corner of that portion,—and said to be in the possession of Charles Henry Brook.

Also, all that piece or parcel of land situate as last aforesaid, being those parts of portions 11, 45, 49, 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 the said portion 45 at a point distant 83 links northerly from the south-eastern corner of that portion and bears south-westerly through a point on the western boundary of the said portion 49 distant 78 links northerly from the south-western corner of that portion,—and said to be in the possession of Robert C. Nolder and George W. Murray.

Also, all that piece or parcel of land situate as last aforesaid, being those parts of portions 50, 71 and 82, 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 the said portion 50 distant 78 links northerly from the south-eastern corner of that portion and bears south-westerly through a point on the western boundary of the said portion 71 distant 1 chain 43 links northerly from the south-western corner of that portion,—and said to be in the possession of Cyril F. Membrey and Robert C. Nolder.

Also, all that piece or parcel of land situate as last aforesaid, being those parts of portions 31, 39, 40, 69 and 70, 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 the said portion 70 at a point distant 1 chain 43 links northerly from the south-eastern corner of that portion and bears south-westerly through a point on the western boundary of the said portion 40 distant 72 links northerly from the south-western corner of that portion,—and said to be in the possession of Harry A. G. Day.

Also, all that piece or parcel of land situate in the Shire of Talbragar, parish of Minore and county of Narromine, being those parts of portions 83, 85 and 86, 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 the said portion 83 at a point distant 72 links northerly from the south-eastern corner of that portion and bears generally south-westerly through a point on the south-western boundary of the said portion 85 distant 5 chains 47 links north-westerly from the south-western corner of that portion but excluding thereout the site of the reserved road 1 chain 50 links wide through the said portion 85,—and said to be in the possession of Joseph Howard and others.

Also, all that piece or parcel of land situate as last aforesaid, being those parts of portions 49 and 51 and lot B, plan annexed to dealing F. 627,729, lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the southernmost north-eastern boundary of the said lot B, plan annexed to dealing F. 627,729 at a point distant 5 chains 47 links north-westerly from the south-western corner of portion 85 and bears south-westerly through a point on the western boundary of the said portion 51 distant 72 links northerly from the south-western corner of that portion,—and said to be in the possession of Ernest William Payne.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 69 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 the said portion 69 at a point distant 21 links northerly from the south-eastern corner of that portion and bears south-westerly through a point on the western boundary of that portion distant 52 links northerly from the south-western corner of that portion,—and said to be in the possession of George Barker.

Also, all that piece or parcel of land situate as last aforesaid, being those parts of portions 62 and 78 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

the said portion 78 at a point distant 63 links northerly from the south-eastern corner of that portion and bears generally westerly through a point on the south-western boundary of the said portion 62 distant 9 chains 26 links north-westerly from the south-western corner of that portion,—and said to be in the possession of Annie Jane Peisley and Thelma Grace Dugan.

Also, all that piece or parcel of land situate as last aforesaid, being those parts of portions 59 and 61 lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the north-eastern boundary of the said portion 61 at a point distant 9 chains 26 links north-westerly from the south-eastern corner of that portion and bears south-westerly through a point on the south-western boundary of the said portion 59 distant 15 links north-westerly from the south-western corner of that portion,—and said to be in the possession of Frederick and Edward Stephen Laukka.

Also, all that piece or parcel of land situate in the Shire of Timbreebongie, parish of Narromine, and county of Narromine, being those parts of portions 42 and 49 lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the north-eastern boundary of the said portion 42 at a point distant 15 links north-westerly from the south-eastern corner of that portion and bears south-westerly through a point on the western boundary of the said portion 49 distant 13 links northerly from the south-western corner of that portion,—and said to be in the possession of Alan Thorpe Giles and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 53 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 the said portion 53 at a point distant 1 chain 64.1 links northerly from the south-eastern corner of that portion and bears south-westerly through a point on the western boundary of that portion distant 1 chain 69 links northerly from the south-western corner of that portion,—and said to be in the possession of Rural Bank of N.S.W.

Also, all that piece or parcel of land situate as last aforesaid, being that part of the land in plans marked "X" and "Y" in dealing registered F. 785,360, 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 the said land in plan "X" at a point distant 1 chain 69 links northerly from the south-eastern corner of that land and bears south-westerly through a point on the western boundary of the said land in plan "Y" distant 21 links northerly from the south-western corner of that land,—and said to be in the possession of Nancy Jean Johnston.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 20 lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects a south-western boundary of the said portion 20 at a point distant 7 chains 81 links north-westerly from the angle formed by that south-western boundary and a south-eastern boundary of that portion bearing respectively 92 degrees 28 minutes 30 seconds and 81 degrees 45 minutes and bears north-westerly through a point on a south-western boundary of that portion distant 16 chains 76.1 links south-easterly from the north-western corner of that portion,—and said to be in the possession of George Henry Coddington.

Also, all that piece or parcel of land situate in the Shire of Timbreebongie, parish of Wentworth and county of Narromine, being those parts of lots 5 and 6, deposited plan 15,048 lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the southernmost eastern boundary of the said lot 6 at a point distant 2 chains 21 links northerly from the south-eastern corner of that lot and bears north-westerly through a point on the western boundary of the said lot 5, distant 1 chain 63 links northerly from the south-western corner of that lot,—and said to be in the possession of William M. Klintworth and Grace J. Dowton.

And also, all that piece or parcel of land situate as last aforesaid, being those parts of lots 2, 3 and 4, deposited plan 15,048 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 the said lot 4 at a point distant 1 chain 63 links northerly from the south-eastern corner of that lot and bears north-westerly through a point on a south-western boundary of the said lot 2 distant 90 links north-westerly from the angle formed by that boundary and another south-western boundary bearing respectively 103 degrees 56 minutes and 103 degrees 9 minutes as shown on the said deposited plan 15,048,—and said to be in the possession of Margaret McDonald Fairfax and others. (Misc. 57-11,082) (5156)

V. 5864
F. 146
V. 3238
F. 97
V. 4591
F. 146
V. 6201
F. 49
V. 3267
F. 186
V. 3267
F. 240
V. 3245
F. 206
V. 4534
F. 190
V. 6557
F. 141

V. 5999
F. 6567
V. 7246
F. 11
V. 6634
F. 250
V. 6635
F. 18
V. 4445
F. 78
V. 4445
F. 80
V. 4445
F. 15

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

Lengths are in metres

(Sheet 1 of 2 Sheets)

D P 7 8 5 6 4 3

PART 1

Subdivision covered by Council
Clerks Certificate No. 54. W/25

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND:

THE COUNCIL OF THE CITY OF
DUBBO OF CIVIC ADMINISTRATION
Building Church Street, Dubbo

IDENTITY OF EASEMENT FIRSTLY
REFERRED TO IN ABOVEMENTIONED
PLAN:

Easement for water supply 6
wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots etc. Burdened

Lots etc. Benefited

Lot 2

The Council of the City of
Dubbo

IDENTITY OF RESTRICTION
SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN:

Restriction as to user.

SCHEDULE OF LOTS ETC. AFFECTED

Lots etc. Burdened

Lots etc. Benefited

Lot 2

The Council of the City of
Dubbo.

IDENTITY OF RESTRICTION
THIRDLY REFERRED TO IN
ABOVEMENTIONED PLAN:

Restriction as to user.

SCHEDULE OF LOTS ETC. AFFECTED

Lots etc. Burdened

Lots etc. Benefited

Lot 2

The Council of the City of
Dubbo

REGISTERED



7/19/12/1988

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

Lengths are in metres

(Sheet 2 of 2 Sheets)

D P 7 8 5 6 4 3

PART 2

1. TERMS OF EASEMENT FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right for the body in whose favour this easement is created and every person authorised by it from time to time and at all times to convey reticulated water in any quantities across and through the land hereby indicated as the servient tenement together with the right to use for the purpose of the easement any line of pipes already laid within the boundaries of the servient tenement or to lay pipes and any other pipes in replacement or in substitution thereof and where no such line of pipes exist to lay place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the body in whose favour this easement is created and every person authorised by it with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the body in whose favour this easement is created and the persons authorised by it will take all reasonable precautions to preserve the servient tenement and will restore that surface as nearly as practicable to its original condition.

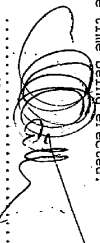
2. TERMS OF RESTRICTION SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN.

That no building or structure of any kind shall be erected or permitted to remain within the areas marked x on the Plan.

3. TERMS OF RESTRICTION THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

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

THE COMMON SEAL of THE COUNCIL
OF THE CITY OF DUBBO was hereunto
affixed this 14th day of October
1988 pursuant to a resolution of
Council made on the 22nd day of
August 1988.


Mayor
.....
Town Clerk

REGISTERED



7/19/12/1988

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 19th December, 1988



Parcel 15197
DTQ:NB

Your ref: 220269

20 April 2022

InfoTrack Pty Ltd
Level 8 135 King Street
SYDNEY NSW 2000



Dear Sir/Madam

REQUEST FOR DRAINAGE DIAGRAM

PROPERTY: Lot 22 DP 1038924, 13L Narromine Road Dubbo

Council advises that as the land is vacant, there is no sanitary drainage relating to the subject property.

A diagram detailing the location of Council's sewer mains is attached for your information.

If you have any enquiries in this matter, please do not hesitate to contact Council's Land Information and e-Services Coordinator, Kim Edwards, on 6801 4000, during normal office hours.

Yours faithfully

Darryll Quigley
Manager Building and Development Services

Per:

Attachment: Sewer mains diagram



All communications to: **CHIEF EXECUTIVE OFFICER**

ABN 53 539 070 928

PO Box 81 Dubbo NSW 2830

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

Civic Administration Building Church St Dubbo NSW 2830

W dubbo.nsw.gov.au





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Print Date: 20/04/2022 - 1:59 PM



70 Church Street DUBBO NSW 2830
Ph: (02) 6801 4000
Fax: (02) 6801 4259
www.dubbo.nsw.gov.au

Map Title



Projection: Transverse Mercator
Coordinate system: MGA (GDA94) Zone 55

Certificate No: 980
Applicant Ref: 220269
Receipt No: 81090332

14/04/2022

InfoTrack Pty Ltd
Level 8 135 King Street
SYDNEY NSW 2000



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

Parcel No: 15197
Property description: Lot: 22 DP: 1038924, 13L Narromine Road DUBBO

SECTION 10.7 (2) PRESCRIBED MATTERS UNDER SCHEDULE 4 OF THE
ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2000

At the date of the Certificate, the following LEPs, DCPs and SEPPs apply to the subject land:

Local Environmental Plan (LEP):
Dubbo Regional Local Environmental Plan 2022, applies to the subject land.

State Environmental Planning Policies (SEPP):
State Environmental Planning Policy No 65 - Design Quality of Residential Flat Development,
applies to the State.

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

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

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

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

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

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

All communications to: **CHIEF EXECUTIVE OFFICER**

ABN 53 539 070 928

PO Box 81 Dubbo NSW 2830

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

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

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

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

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

Draft Local Environmental Planning Instrument:

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

Development Control Plan (DCP):

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

The subject land is zoned:

Zone RU2 Rural Landscape

(1) Objectives of zone

- * To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- * To maintain the rural landscape character of the land.
- * To provide for a range of compatible land uses, including extensive agriculture.

(2) Permitted without consent

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

(3) Permitted with consent

Agricultural produce industries; Agriculture; Animal boarding or training establishments; Aquaculture; Boat launching ramps; Camping grounds; Caravan parks; Cellar door premises; Centre-based child care facilities; Community facilities; Correctional centres; Depots; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Extractive industries; Farm buildings; Forestry; Group homes; Health consulting rooms; Highway service centres; Home businesses; Home industries; Industrial training facilities; Information and education facilities; Jetties; Mooring pens; Moorings; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities (outdoor); Research stations; Respite day care centres; Secondary dwellings; Sewerage systems; Signage; Tourist and visitor accommodation; Truck depots; Water recreation structures; Water supply systems; Wharf or boating facilities.

(4) Prohibited

Advertising structures; Hotel or motel accommodation; Intensive livestock agriculture;

Serviced apartments; Any other development not specified in item 2 or 3.

Zone R2 Low Density Residential

(1) Objectives of zone

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

(2) Permitted without consent

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

(3) Permitted with consent

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

(4) Prohibited

Advertising structures; Attached dwellings; Hostels; Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not specified in item 2 or 3.

Zone R5 Large Lot Residential

(1) Objectives of zone

- * To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- * To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- * To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- * To minimise conflict between land uses within this zone and land uses within adjoining zones.

(2) Permitted without consent

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

- (3) Permitted with consent
Agricultural produce industries; Dairies (pasture-based); Dwelling houses; Dual occupancies; Home industries; Horticulture; Neighbourhood shops; Oyster aquaculture; Plant nurseries; Pond-based aquaculture; Tank-based aquaculture; Water reticulation systems; Any other development not specified in item 2 or 4.
- (4) Prohibited
Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Attached dwellings; Boarding houses; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Dual occupancies (detached); Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm stay accommodation; Flood mitigation works; Freight transport facilities; Function centres; Heavy industrial storage premises; Helipads; Highway service centres; Home occupations (sex services); Hostels; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Industries; Marinas; Mortuaries; Multi dwelling housing; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential flat buildings; Restricted premises; Rural industries; Rural workers' dwellings; Semi-detached dwellings; Seniors housing; Service stations; Serviced apartments; Sewerage systems; Sex services premises; Shop top housing; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water supply systems; Wholesale supplies.

Zone IN2 Light Industrial

- (1) Objectives of zone
- * To provide a wide range of light industrial, warehouse and related land uses.
 - * To encourage employment opportunities and to support the viability of centres.
 - * To minimise any adverse effect of industry on other land uses.
 - * To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.
 - * To support and protect industrial land for industrial uses.
 - * To recognise the Depot Road and McKenzie Street industrial area as providing start up and transport related development opportunities.
- (2) Permitted without consent
Environmental protection works; Roads
- (3) Permitted with consent
Agricultural produce industries; Depots; Funeral homes; Garden centres; Hardware and building supplies; Health consulting rooms; Industrial training facilities; Landscaping

material supplies; Light industries; Liquid fuel depots; Medical centres; Neighbourhood shops; Oyster aquaculture; Places of public worship; Plant nurseries; Rural supplies; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Waste or resource transfer stations; Water reticulation systems; Any other development not specified in item 2 or 4.

(4) Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Commercial premises; Correctional centres; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Farm buildings; Flood mitigation works; Forestry; Function centres; Health services facilities; Heavy industrial storage premises; Helipads; Home-based child care; Home businesses; Home occupations; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Pond-based aquaculture; Public administration buildings; Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Respite day care centres; Restricted premises; Rural industries; Sewerage systems; Sex services premises; Tourist and visitor accommodation; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities.

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

It is recommended that consultation of the Dubbo Regional Local Environmental Plan 2022 be undertaken to ascertain precisely the types of land uses permissible or prohibited on the land the subject of this Certificate.

Development Standards – Dwelling House:

Land Zoned RU2 Rural Landscape

The minimum subdivision lot size for the subject property for the purpose of a dwelling is 100 hectares.

Land Zoned R5 Large Lot Residential

Land Zoned R2 Low Density Residential

There are no development standards pursuant to the Dubbo Regional Local Environmental Plan 2022 that fix minimum land dimensions for the erection of a dwelling house on the subject land.

Land Zoned IN2 Light Industrial

There are no development standards pursuant to the Dubbo Regional Local Environmental Plan 2022 that set minimum allotment sizes for the erection of a dwelling house on the subject land, noting that dwelling houses are 'prohibited' in the subject zone.

Land Zoned RU2 Rural Landscape

4.2C Erection of dwelling houses on land in certain rural zones

- (1) The objectives of this clause are:
 - (a) to minimise unplanned rural residential development, and
 - (b) to enable the replacement of lawfully erected dwelling houses in certain rural zones.
- (2) This clause applies to land in the following zones:
 - (a) Zone RU1 Primary Production,
 - (b) Zone RU2 Rural Landscape,
 - (c) Zone RU4 Primary Production Small Lots,
 - (d) Zone C3 Environmental Management.
- (3) Development consent must not be granted for the erection of a dwelling house on land to which this clause applies, and on which no dwelling house has been erected, unless the land:
 - (a) is a lot that is at least the minimum size shown on the Lot Size Map, or
 - (b) is a lot created before the day on which this Plan commenced and on which the erection of a dwelling house was permissible immediately before that day, or
 - (c) is a lot resulting from a subdivision for which development consent, or equivalent, was granted before the day on which this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that day, or
 - (d) is an existing holding, or
 - (e) would have been a lot or a holding specified in paragraphs (a)-(d) had it not been affected by:
 - (i) a minor realignment of boundaries that did not create an additional lot, or
 - (ii) a subdivision creating or widening a public road or public reserve
- (4) Despite subclause (3), development consent may be granted for the erection of a dwelling house on land to which this clause applies if:
 - (a) there is a lawfully erected dwelling house on the land, and
 - (b) the dwelling house to be erected is intended only to replace the existing dwelling house.
- (5) In this clause:
existing holding means the following land in the part of Dubbo Regional local government area that was formerly in Wellington local government area, whether

or not there has been a change in the ownership of the holding since 26 June 1987, and includes any other adjoining land acquired by the owner since 26 June 1987:

- (a) land that was a holding on 26 June 1987,
- (b) land that is a holding at the time an application for development consent is lodged.

holding means all adjoining land, even if separated by a road or railway, held by the same person.

Critical habitat:

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

Conservation area:

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

Heritage:

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

Complying development:

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3), and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes, 2008).
- (2) The extent to which complying development may not be carried out on the land because of the provision of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Part 3B. Low Rise Medium Density Housing Code:

No - other than Complying Development carried out on the part of the lot which is not within the 25 ANEF contour or higher. Within the 25 ANEF contour or higher only ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling house is Complying Development.

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Part 3C. Greenfield Housing Code:

No other than Complying Development carried out on the part of the lot which is not within the 25 ANEF contour or higher. Within the 25 ANEF contour or higher only ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling house is Complying Development.

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Part 3D. Inland Code:

No - other than Complying Development carried out on the part of the lot which is not within the 25 ANEF contour or higher. Within the 25 ANEF contour or higher only ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling house is Complying Development.

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Part 4. Housing Alterations Code:

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Part 4A. General Development Code:

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Part 5. Industrial and Business Alterations Code:

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

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

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Part 6. Subdivision Code:

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Part 7. Demolition Code:

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Part 8. Fire Safety Code:

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Coastal Protection:

The subject land is not affected by the operation of Section 5 of the Coastal Management Act, 2016.

Mine Subsidence:

The subject land is not within a proclaimed mine subsidence district as defined by Section 20 of the Coal Mine Subsidence Compensation Act, 2017.

Road Widening and Road Realignment:

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993; or
- (b) Any environmental planning instrument; or
- (c) Any resolution of the Council.

Council and Other Public Authority Policies on Hazard Risk Restrictions:

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

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

The subject land is identified as 'biodiversity' according to the Terrestrial Biodiversity map of the Dubbo Regional Local Environmental Plan 2022, Clause 7.1. For further information, please contact Council's Development and Environment Division on (02) 6801 4000.

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

Flood-related Development Control Information:

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

Land Reserved for Acquisition:

There is no environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the subject land that provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Environmental Planning and Assessment Act, 1979.

Contribution Plans:

Dubbo Water Supply and Sewerage Contributions Policy, applies to the land.

Section 94 Contributions Plan - Urban Stormwater Drainage Headworks Contributions Plan, applies to the land.

Section 94 Urban Roads and Car Parking Contributions Plan, applies to the land.

Section 94 Development Contributions Plan for Dubbo Open Space and Recreation Facilities Plan 2016-2026, applies to the land.

Biodiversity Certified Land:

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

Biodiversity Stewardship Sites:

Council is unaware that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

Native Vegetation Clearing Set Asides:

Council is unaware that the land contains a set aside area under Section 60ZC of the Local Lands Services Act 2013.

Bushfire Prone Land:

The subject land is not identified as Bush Fire Prone Land on the Bush Fire Prone Land Map certified by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Environmental Planning and Assessment Act, 1979 (EP&A Act 1979).

Property Vegetation Plans:

Council has not been notified of the existence of a property vegetation plan approved under Part 4 the Native Vegetation Act 2003 (and that continues in force) applying to the land.

Orders under Trees (Disputes Between Neighbours) Act, 2006:

Council is not aware of any order made under the Trees (Dispute Between Neighbours) Act, 2006 applying to the subject land.

Directions under Part 3A:

This section of the Act has been repealed.

Site Compatibility Certificates and Conditions of Seniors Housing:

Council is not aware of any current Site Compatibility Certificate (Seniors Housing) or occupancy restrictions applying to the subject land.

Site Compatibility Certificates for Infrastructure, Schools or TAFE Establishments:

Council is not aware of any current Site Compatibility Certificate (Infrastructure) applying to the subject land.

Site Compatibility Certificates and Conditions for Affordable Rental Housing:

Council is not aware of any current Site Compatibility Certificate (Affordable Rental Housing) or management/operational restrictions pertaining to affordable housing on the subject land.

Paper Subdivision Information:

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

Site Verification Certificates:

Council is not aware of any current Site Verification Certificate (Biophysical Strategic Agricultural Land or Critical Industry Cluster Land) applying to the subject land.

Loose-fill Asbestos Insulation:

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

Affected Building Notices and Building Product Rectification Orders:

Council is not aware of any current affected building notices and building product rectification orders applying to the subject land.

Matters arising under the Contaminated Land Management Act, 1997

Pursuant to Section 59(2) of the Contaminated Land Management Act 1997, the subject land is:

- (a) Not within land declared to be significantly contaminated land under Part 3 of that Act;
- (b) Not subject to a Management Order in the meaning of that Act;
- (c) Not the subject of an approved Voluntary Management Proposal of the Environment Protection Authority's agreement under Section 17 of that Act;
- (d) Not subject to an ongoing Maintenance Order under Part 3 of that Act;
- (e) Not the subject of a Site Audit Statement within the meaning of Part 4 of that Act.

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



Stephen Wallace
Director Planning and Environment