

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents Central Tablelands 79 Church Street, Mudgee, NSW 2850	Phone: (02) 6372 2584 Ref: Adam Woods - 0409 721 703
co-agent		
vendor		
vendor's solicitor	Fletcher Lawyers Lee Wharf, C402/19 Honeysuckle Drive, Newcastle NSW 2300 PO Box 1823, Newcastle NSW 2300	Phone: 02 4927 8335 Email: andrew@fletcherlawyers.com.au Fax: 02 4927 8332 Ref: AF:JC:230173
date for completion land (address, plan details and title reference)	In accordance with Special Condition 53 Proposed Lot # in an unregistered Strata Plan which is part of Lot 26 in Deposited Plan 1277513 Part Folio Identifier 26/1277513 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	(clause 15)
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: industrial strata unit	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: See Schedule of Inclusions at Schedule B
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)

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**NO yes**Nominated Electronic Lodgment Network (ELN)** (clause 4):

PEXA _____

Manual transaction (clause 30)NO yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustableNO yes**GST:** Taxable supplyNO 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 a **GSTRW payment** NO yes (if yes, vendor must provide

(GST residential withholding payment)

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 at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

<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 type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document 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 checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</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 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60</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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and 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. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition* any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

9 LILLIE CL, CAERLEON 2850

Special Conditions to Contract for Sale

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33. Definitions

33.1 The following words have these meanings in the Contract unless the contrary intention appears:

Act means the *Conveyancing Act 1919*;

ATO means the Australian Taxation Office;

Claim means any kind of claim, losses, expenses, Costs, allegations, actions, demands and cause of action, arising under Law or otherwise, made in connection with this Contract or the Property;

Commencement Date means 30 June 2024;

Common Property means the common property in the Strata Scheme;

Conditions Precedent means the conditions precedent identified in clause 47;

Conditions Precedent Date means 30 May 2025;

Construction Amendments includes:

- (a) changes to floor area or ceiling height in the Property or the Common Property;
- (b) changes to enable the proper construction of the Property or the Common Property;
- (c) changes to the exterior of the Property or the Common Property;
- (d) changes to the car parking area, including but not limited to the layout;
- (e) increases or reductions to the number of and reallocation or relocation of car parking spaces, storage spaces and utility lots in the Strata Plan and the Development Site;
- (f) changes to the internal layout of the Property;
- (g) changes to enable the provision of Services to the Property, the Common Property or the Development Site,

or any one or more of them;

Construction Amendment Notice means a notice served by the vendor on the purchaser of a Construction Amendment, in accordance with clause 48;

Construction Certificate means the building approval in respect of the Property and the Development site, as varied from time to time;

Common Facilities means those facilities in the Development and Strata Scheme which are to be shared by owners and occupiers (if any);

Common Property means the areas of the Strata Plan intended to be used as the Strata Plan's common property, as defined in the Strata Management Act and associated legislation;

Completion means the date the vendor transfers title of the Property to the purchaser in exchange for the purchaser making payment of the purchase price, plus any relevant GST;

Costs means any:

- (a) fines, penalties, interest or similar item imposed by any legislation;
- (b) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor/client basis); and
- (c) damages, losses, injury (whether actual or contingent) suffered or incurred by a party.

Council means Mid-Western Regional Council;

Date for Completion means the date fixed for completion of this Contract pursuant to clause 53;

Dealings means any easement, restriction, covenant, lease, agreement, arrangement, right, privilege or other encumbrance, notation or affectation;

Defects means any defects or faults in the Property or the Common Property due to faulty materials or workmanship but excluding Special Faults and excluding minor shrinkage, minor settlement cracks, normal maintenance and normal wear and tear;

Defects Period means two (2) months from Completion;

Designated Matters means:

- (a) the exercise of any of the vendor's rights or the carrying out of any of the vendor's obligations;
- (b) such of the matters described in this Contract as are required to be done by the vendor or may be done by the vendor in its discretion;
- (c) creation of Dealings or the making of other arrangements contemplated by this Contract or required on the Development Site;
- (d) creation of by-laws including common property rights (exclusive use) and special privilege by-laws relating to Common Property;
- (e) the allocation of signage to individual lot owners under the By-Laws;
- (f) the Development Activities; and
- (g) the selling and leasing activities described in clause 63;

Development means development to be constructed on the Development Site by the vendor, including creation of the Strata Plan and the Property;

Development Activities means:

- (a) subdivision of the Development Site;
- (b) any form of demolition, landscaping, excavation or building works (including the installation of Services) associated with the works on the Development Site or associated works the vendor considers necessary to complete the subdivision and/or Development;
- (c) the staging of construction or strata registration;
- (d) the addition, amendment or deletion of lots, car spaces, storage areas or any other area;
- (e) the registration of the Draft Strata Plan for the Development Site;
- (f) the use and/or operation and/or fitout of any part of the development or a lot within the Strata Scheme;
- (g) any other such approvals required by the vendor to carry out the Development;
- (h) any form of work which the vendor considers desirable and/or necessary;
- (i) the dedication of land forming part of the Development Site; and
- (j) any other similar or associated activities on the Development Site.

Development Approval means the development consent in respect of the Development, Strata Scheme and/or Property as modified from time to time and includes any Notice of Determination of Development Application or Complying Development Certificate issued by Council

Development Site means Lot 20 in Deposited Plan 1277513;

Draft By-Laws means the draft By-Laws, being Schedule F;

Draft Strata Plan means the draft Strata Plan, being Schedule D;

Extended Commencement Date is defined in clause 52;

Extended Conditions Precedent Date is defined in clause 52;

Extended Registration Date is defined in clause 52;

FIRB Act means *Foreign Acquisition and Takeovers Act 1975*;

Floor Plan means the draft floor plan for the Property, being Schedule A;

Government Agency means any government, semi or local government, statutory or public or other authority having jurisdiction over the Development Site;

GST refers to a tax under the GST Act;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999*;

Guarantee and Indemnity means the Guarantee and Indemnity contained at Schedule C;

Guarantor means each person who signs this Contract and/or the Guarantee and Indemnity as guarantor in accordance with clause 76;

Instrument means the instrument setting out any Dealings intended to be created or registered with the Strata Plan, a copy of which is contained at Schedule E (if any);

Law means any statute, regulation, ordinance, by-law or statutory notice, direction or requirement;

LRS means NSW Land Registry Services;

Normal Expense means any normal operating expenses usually payable from the administrative fund of an owners corporation including insurance and regular maintenance and upkeep charges;

Occupation Certificate means a certificate, including any interim occupation certificate, issued in respect of the Property pursuant to s6.3(1)(c) *Environmental Planning and Assessment Act 1979*;

Owners Corporation means the owners corporation created on registration of the Strata Plan;

Personal Information has the meaning given to it under the *Privacy and Personal Information Protection Act 1998* (NSW);

Property means the lot or lots to be purchased as shown on page 1 of this Contract and as indicatively shown on the Draft Strata Plan;

Registration Date means 30 November 2025;

Registration Documents means the Draft Strata Plan, Instrument, and By-Laws;

Registration Notice means a written notice to the purchaser that the Registration Documents have been registered at LRS;

Regulation means the *Conveyancing (Sale of Land) Regulation 2017*;

Related Body Corporate has the meaning given to it in the *Corporations Act 2001* (Cth);

Replaced Document see clause 57;

Replacement Document see clause 57;

Service Providers means any authority or entity, including Council, responsible for the provision of Services;

Services means water, electricity, sewerage;

Schedule of Inclusions means the schedule of inclusions, being Schedule B;

Special Conditions means the special conditions attached to this Contract;

Special Fault means a structural fault or defect in the Property, which because of its nature required urgent attention or may cause danger to persons in the Property, making the Property uninhabitable;

Standard Form means the standard form Contract for Sale and Purchase of Land 2022 Edition;

Standard Requisitions means Schedule H;

Strata Management Act means the *Strata Scheme Management Act 2015* and any associated regulation issued pursuant to that Act;

Strata Plan means the strata plan to be registered in respect of the Property;

Strata Scheme means the strata scheme established on registration of the Strata Plan; and

Vendor's Representative means the vendor's representative from time to time under the Contract.

34. Interpretation

34.1 In this Contract, unless the contrary intention appears:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes any gender;
- (d) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (e) a reference to person includes;
 - (i) a body corporate, an unincorporated body or other entity;
 - (ii) a reference to that person's executors, administrators, successors, permitted assigns and substitutes; and
 - (iii) a person to whom this Contract is novated;
- (f) a reference to a clause, is to a clause of this Contract;
- (g) a reference to a schedule, annexure or attachment is to a schedule, annexure or attachment to this Contract;
- (h) a reference to a specific document is to that document as amended, novated, supplemented, varied or replaced;
- (i) a reference to a thing, including but not limited to a right, includes a reference to a part of that thing;

- (j) a reference to legislation includes but is not limited to a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument under it;
- (k) a reference to conduct, includes but is not limited to, an omission, statement or undertaking whether or not in writing;
- (l) an agreement, representation or warranty in favour of two (2) or more people is for the benefit of them jointly and severally;
- (m) an agreement, representation or warranty on the part of two or more people binds them jointly and severally;
- (n) if a period of time runs to or from a given date, act or event, then the time is calculated exclusive of the date, act or event;
- (o) a reference to a business day is a reference to a period of time commencing at midnight and ending 24 hours later; and
- (p) a reference to time is a reference to Newcastle time.

34.2 The provision of this Contract, which are intended to have application after Completion, continue to apply from Completion.

34.3 If there is any inconsistency between the Standard Form and the Special Conditions, then the Special Conditions prevail.

34.4 If a Clause/s is invalid, void or voidable under the Contract, it may be severed from the Contract without affecting the validity or enforceability of the balance of the Contract.

35. Amendments to the Standard Form

35.1 The Standard Form is amended as follows:

(a) Clause 3 – delete;

(b) Clause 4.1 – delete and replace with the following:

“The Purchaser must serve the form of Transfer within seven (7) days after the date on which the vendor serves the Registration Notice.”

(c) Clause 5.2 – delete;

(d) Clause 7.1.1 – delete;

(e) Clause 7.1.3 – delete and replace with the following:

“The Purchaser does not serve notice waiving the claims within seven (7) days after that service.”

(f) Clause 7.2.1 – delete;

(g) Clause 7.2.2 – delete;

(h) Clause 7.2.4 – delete the words *“and the costs of the purchaser”*;

- (i) Clause 8.1 – delete the words “on reasonable grounds” and “on the grounds”
- (j) Clause 8.1.3 – delete “14” and insert “7” in lieu thereof;
- (k) Clause 8.2.2 – delete;
- (l) Clause 13.1 – delete the word “clause” and replace it with “contract”;
- (m) Clause 13.2 to 13.10 – delete;
- (n) Clause 14.4.2 – delete;
- (o) Clause 18 – add the following:

18.8 *“The purchaser cannot make a requisition or Claim after entering into possession”;*
- (p) Clause 20.6.8 – insert the following clause:

“For the purposes of clause 20.6.5, a document is taken to have been received when the transmission has been completed unless:

 - (i) *the sender’s machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been served; or*
 - (ii) *the time of dispatch is later than 5pm on a Business Day in the place in which the document is sent, in which case it is taken to have been served at 9am on the next Business Day at that place.”; and*
- (q) Clauses 23 to 29 inclusive – delete.

36. Real Estate Agent

36.1 The purchaser warrants that they were not introduced to the Property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this Contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor.

36.2 This clause continues after Completion.

37. Entire Agreement

37.1 In entering into this Contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this Contract.

38. Vendor’s Disclosures

38.1 The vendor discloses that the vendor:

- (a) proposes to develop the Development Site as a strata development which includes industrial strata units, car parking and common areas;
- (b) proposes to complete the Development as indicated in this Contract and the Registration Documents, however, the development proposal may not be final and may be changed;
- (c) intends to register the Registration Documents;
- (d) proposes to subdivide the Development Site by registering the Strata Plan, thereby creating strata lots including the Property, car parking and Common Property; and
- (e) proposes, either alone or with others, to carry out Development Activities on the Development Site, which may be undertaken in stages.

38.2 The vendor discloses that:

- (a) the number, configuration and layout of lots in the Strata Plan may be different to those disclosed in the Draft Strata Plan;
- (b) the vendor may register the Instrument with the Strata Plan;
- (c) the registration of Dealings may be necessary (or variations, additional matters or conditions imposed) as required by the vendor, Council, Service Providers or any Government Authority;
- (d) the vendor has the capacity to create Dealings including with other plans;
- (e) the vendor may make changes to the car parking area to be constructed on the Development Site, including by not limited to the layout. This may result in the car parking area actually constructed being different to that disclosed in the Draft Strata Plan;

38.3 The vendor discloses that:

- (a) arrangements with Service Providers may not have been finalised at the date of the Contract;
- (b) the vendor may be required to enter arrangements or agreements with Service Providers prior to Completion;
- (c) Dealings may be imposed or required by Council or Governmental Agencies which are not otherwise disclosed in this Contract; and
- (d) it may be necessary to make changes to the draft documents or plans attached to this Contract to meet the requirements of Council, Service Providers, the vendor or Governmental Agencies;
- (e) the vendor may enter into arrangements with Service Providers including, but not limited to easements, restrictions on use, positive covenants, leases, bonds, guarantees, security deposits or any other Dealings;
- (f) some or all of the Dealings anticipated to be created or released may be created or released by a plan or instrument other than as disclosed in this Contract;

38.4 Despite the street address on the front cover of the Contract, the vendor notes that the street address is for the Development Site and the Property may have another street address.

38.5 New street addresses for the various lots arising from the Development may not have been allocated at the date of the Contract.

38.6 The vendor discloses that:

- (a) the unit entitlement shown on the Draft Strata Plan (if any) is provisional and may change to reflect the respective values of the lots in the Strata Scheme;
- (b) the vendor may (but is not obliged to) procure, during or after the initial period (as defined in the Strata Management Act) the:

- (i) appointment by the Owners Corporation of a managing agent for the Owners Corporation;
 - (ii) Owners Corporation to grant such consents to the vendor as in its absolute discretion it may require for the purposes of carrying out Development Activities; and
 - (iii) the Owners Corporation's authority or consent for the electronic lodgement of documents and dealings at the LRS from time to time to enable the registration of plans of subdivision, plans of consolidation or to record registration of an instrument or other Dealing;
- (c) where the vendor, a Government Agency or Service Provider reasonably determines the creation of any Dealings are desirable or necessary, the vendor proposes to procure the Owners Corporation to vary the schedule of unit entitlements, the Strata Plan or to create the relevant Dealing;
 - (d) the vendor may procure the creation of by-laws granting some of the owners or occupiers of lots in the Strata Scheme exclusive use or special privilege over Common Property;
 - (e) the vendor may procure the Owners Corporation to enter into arrangements with Service Providers for the provision of Services to the Strata Scheme or Development Site, or assume obligations under agreements in relation to those arrangements (between the vendor and the Service Providers);
 - (f) the vendor may change the Common Facilities and/or the location or costs of the Common Facilities.

39. Vendor's Disclosures - General

39.1 The vendor does not warrant the accuracy or completeness of any document referred to in or attached to this Contract.

39.2 The land surrounding (or in the vicinity of) the Development Site:

- (a) is or may be undergoing development and future development of that land may be subject to development applications and/or conditions of consent as determined by the relevant authorities; and
- (b) may be public or private land and the vendor is not in control of this neighbouring land nor is it in control of any changes proposed for any neighbouring land.

39.3 The vendor may be required to carry out certain works on the Development Site and/or on any land adjacent to the Development Site as required by Council or any Government Agency.

39.4 The disclosures contained in this clause 39 and clause 38 contain the vendor's current proposals and concepts in relation to the Development. The disclosures do not impose obligations on the vendor to effect those proposals and concepts, nor do the disclosures restrict the vendor from varying those proposals and concepts.

40. Purchaser's Rights

40.1 The purchaser acknowledges the disclosures contained in clauses 38 and 39 and the Contract generally and may not make any Claim, objection, requisition, delay Completion, rescind or

terminate, because of any matter, act or thing disclosed in clauses 38 and 39 or the Contract generally.

41. Dealings

41.1 If at the date of this Contract, the title shows any Dealings affecting the Development Site, the Common Property or the Property, the purchaser acknowledges:

- (a) that they have made all enquiries to be fully satisfied with the Dealings, including their nature, legal effect and sustainability;
- (b) that the vendor does not guarantee that the Dealings are enforceable or will be upheld by a Court or authority;
- (c) the vendor does not give any guarantee that the Dealings will be sustained or maintained by any law, or decision of a Court or Tribunal; and
- (d) the vendor does not have any obligation to take any action or do anything, whatsoever, to enforce or give effect to the Dealings.

The purchaser may not make any claim, objection, requisition, delay Completion, rescind or terminate, nor report the vendor to any regulatory authority because of any matter, act or thing associated or provided for in this clause 41.1.

41.2 The purchaser acknowledges that Dealings are to be created upon registration of the Strata Plan and in accordance with the Instrument. The purchaser may not make any claim, objection, requisition, delay Completion, rescind or terminate because of any Dealings set out in the Instrument or disclosed in this Contract.

41.3 The purchaser is aware that at the date of this Contract all the Dealings which the vendor may create, enter into, make, grant or dedicate may not have been created, entered into, made, granted or dedicated. Subject to clause 41.4, the purchaser may not make any claim, objection, requisition, delay Completion, rescind or terminate because of any Dealings provided under this clause.

41.4 If any Dealing is created, entered into, granted or dedicated under this clause (which is not set out in the Instrument or disclosed in this Contract), which detrimentally affects the property to a substantial extent, the purchaser may rescind by written notice to the vendor within five (5) business days after the day the vendor serves notice of the creation of the Dealing or within five (5) business days after the day the vendor serves the Registration Notice, whichever is earlier.

41.5 This clause will not merge on Completion.

42. Purchaser's Warranties

42.1 The purchaser warrants that they are aware that at the date of this Contract all Dealings affecting the Development Site, Property, Common Property, Strata Scheme or Owners Corporation may not have been created, entered into, granted or dedicated and following the date of this Contract, the vendor may create, enter into, make, grant or dedicate those that have not been created, entered into, granted or dedicated, including without limitation, those in favour of Council or any Government Agency or Service Provider.

42.2 The purchaser warrants that on entering this Contract, it has relied entirely on its own inquiries relating to the Property, Common Property, Development Site, Strata Scheme, Instrument and Draft Strata Plan and that it has (or has had the opportunity to) seek independent legal advice.

- 42.3 The purchaser warrants that, unless otherwise stated, it has not entered this Contract in reliance on any statement, representation, promise or warranty made by the vendor or any other agent or person on the vendor's behalf, whether oral or in writing, including:
- (a) any statement, representation, promise or warranty in respect of any matter relating to the property, the Development Site, the Draft Strata Plan or any matter which has or may have an effect on the Property;
 - (b) any negotiations or discussions held;
 - (c) documents or brochures produced;
 - (d) the view from the Property;
 - (e) the fitness or suitability of the Property and improvements for any use other than the use permitted by Council;
 - (f) any financial return or income to be derived from the Property;
 - (g) images, computer generated images or content in connection with the Property, or the Development Site or the Draft Strata Plan; or
 - (h) the display lot and/or the sales office.
- 42.4 The purchaser represents and warrants that it has satisfied itself as to its obligations and rights under this Contract.
- 42.5 The purchaser represents and warrants that it has inspected, has obtained appropriate independent advice regarding, and is satisfied about all documentation included in this Contract, and is aware of all of the terms of, restrictions and prohibitions contained in this documentation.
- 42.6 The purchaser agrees and acknowledges:
- (a) the Development may vary from the Development proposed at the date of this Contract;
 - (b) the vendor may in its absolute discretion elect not to complete the Development or any part of it, other than as required by this Contract;
 - (c) the number and configuration of the lots may change from that shown in the Draft Strata Plan;
 - (d) if the Draft Strata Plan does not include an allocation of unit entitlements for the Strata Plan, the vendor will allocate and apportion unit entitlements prior to registration of the Strata Plan;
 - (e) any apportionment or allocation of unit entitlements by the vendor will be based on a valuation of the lots in the Strata Plan by a qualified valuer in accordance with the Strata Management Act and any relevant regulations;
 - (f) the final unit entitlement for the Property will be binding and conclusive and the purchaser cannot make any Claim, requisition, delay Completion, rescind or terminate the Contract for any reason associated with the unit entitlements on the Strata Plan.
- 42.7 The purchaser agrees and acknowledges that the vendor may elect to change:
- (a) the number, configuration, location, size or numbering or any lot or car space in the Development; and
 - (b) the proposed unit entitlement for the Property or any lot in the Draft Strata Plan,
- 42.8 The purchaser warrants that:

- (a) the purchaser has obtained appropriate credit or finance on reasonable terms prior to the date of this Contract, to allow it to comply with its obligations under the Contract; or
- (b) the purchaser does not require finance or credit to complete the Contract.

42.9 The purchaser will have no right to terminate this Contract by reason of unavailability of finance.

42.10 This clause does not merge on Completion.

43. Vendor's Reliance and Purchaser's Rights

43.1 The purchaser acknowledges that upon entering this Contract, the vendor has relied on the purchaser's warranties as provided in clause 41 and the Contract in its entirety.

43.2 The purchaser must not make any objection, requisition, Claim, delay Completion, rescind or terminate the Contract in respect of a matter disclosed in the Contract and in the documents attached to this Contract.

43.3 This clause does not merge on Completion.

44. Deposit

44.1 The parties agree that the deposit payable on exchange of Contracts is ten per cent (10%) of the purchase price.

44.2 Time is of the essence in respect of payment of the deposit.

45. Investment of Deposit

45.1 The parties authorise and direct the depositholder to invest the deposit in an interest bearing account with a financial institution selected by the vendor or depositholder.

45.2 To enable the deposit to be invested, the purchaser must, before the date of this Contract, provide the depositholder with its Tax File Number and the purchaser acknowledges that they may not receive a share of any interest earned on the deposit if they fail to provide their Tax File Number in accordance with this clause 45.

45.3 If requested by the vendor, the parties authorise and direct the depositholder to withdraw the deposit and any interest earned on the deposit and:

- (a) reinvest the amount with another financial institution nominated by the vendor; or
- (b) hold the amount in anticipation of Completion.

45.4 The parties authorise and direct the depositholder to withdraw the deposit and interest earned on the deposit on Completion, rescission or termination of this Contract (whichever occurs earlier) and pay the interest on the deposit in accordance with the following:

- (a) if the Contract is properly terminated, the party that properly terminates the Contract is entitled to all interest earned on the deposit;
- (b) if the Contract is validly rescinded by either party, the purchaser will be entitled to all interest earned on the deposit;
- (c) if for any reason, other than a default on the part of the vendor, the purchaser does not complete the Contract on or before the Date for Completion, the vendor will be entitled to all interest earned on the deposit;

- (d) if the purchaser does not provide the depositholder with their Tax File Number and any other information required by the depositholder or the nominated financial institution before the date of this Contract, the vendor will be entitled to all interest earned on the deposit;
- (e) if the Contract completes and paragraphs 45.4(a) to 45.4(d) (inclusive) do not apply, at Completion, the parties will be entitled to equal shares of the interest earned on the deposit.

45.5 The purchaser agrees and acknowledges that:

- (a) no interest will be earned on the deposit while it is held in the depositholder's trust account or in the vendor's solicitor's trust account; and
- (b) all proper government taxes and financial charges and other charges will be deducted from any interest earned on the deposit before payment is made in accordance with this clause 45.

45.6 The purchaser acknowledges that they cannot make any Claim or action in relation to the financial institution or return on the invested deposit, including any loss of interest on the deposit.

46. Commencement Date

46.1 Notwithstanding any other clause to the contrary, the vendor may at any time prior to the Commencement Date notify the purchaser that the Development will not proceed and rescind this Contract in which case the purchaser will have no claim against the vendor.

46.2 The purchaser acknowledges that this clause 46 is for the benefit of the vendor and the rights given by it can be waived by the vendor at any time prior to the Commencement Date.

47. Conditions Precedent

47.1 The Contract is conditional upon the vendor:

- (a) becoming the registered proprietor of the Property;
- (b) obtaining the Development Approval to complete the Development on terms and conditions satisfactory to the vendor in its sole discretion;
- (c) satisfying any required pre-sales; and
- (d) obtaining development finance on terms and conditions satisfactory to the vendor in its sole discretion,

(together, "**the Conditions Precedent**")

47.2 The vendor will use all reasonable endeavours to have the Conditions Precedent satisfied by the Conditions Precedent Date.

47.3 If the Conditions Precedent have not been met by the Conditions Precedent Date, the vendor may rescind this Contract by written notice to the purchaser, in which case the provisions of clause 19 will apply.

47.4 The purchaser acknowledges that this clause is for the sole benefit of the vendor and rights given by it can be waived by the vendor at any time prior to the Conditions Precedent Date.

48. Construction

- 48.1 Subject to clauses 46 and 47, before Completion the vendor must cause the construction and completion of the Property to occur in a proper and workmanlike manner and substantially in accordance with the Development Approval.
- 48.2 The vendor can, without being required to provide the purchaser with notice, make Construction Amendments:
- (a) to meet, or as a consequence of meeting, the requirements of Council, an accredited certifier or other relevant authority;
 - (b) to substitute materials;
 - (c) as required for the proper construction of Property, at the vendor's sole discretion.
- 48.3 At any time before Completion, the vendor may serve a Construction Amendment Notice on the purchaser which details a Construction Amendment.
- 48.4 If the vendor serves a Construction Amendment Notice for a Construction Amendment (other than those set out in clause 48.2), and the Construction Amendment detrimentally affects the Property to an extent which is not minor, the purchaser may five (5) business days after the Construction Amendment Notice is served, rescind the Contract by written notice to the vendor.
- 48.5 If following a Construction Amendment Notice, the purchaser does not rescind the Contract in accordance with clause 48.4, the purchaser will be deemed to have accepted the Construction Amendment and any associated impact on the Property.
- 48.6 The purchaser acknowledges and agrees that their only rights in respect of a Construction Amendment are to rescind the Contract in accordance with clause 48.4 and the purchaser may not otherwise make any Claim or requisition, delay Completion, rescind or terminate the Contract.
- 48.7 Notwithstanding clause 48.4, the purchaser may not make any Claim or requisition, delay Completion, rescind or terminate the Contract due to any Construction Amendment detailed in clause 48.2.

49. Inclusions

- 49.1 Subject to 49.2 and 49.3, before Completion, the purchaser must use reasonable endeavours to cause the Property to be finished in accordance with and to include those items noted in the Schedule of Inclusions.
- 49.2 The vendor may, without notice to the purchaser, change any finish listed in the Schedule of Inclusions to another finish of equivalent or greater quality.
- 49.3 The vendor may, without notice to the purchaser, change any item to be installed in the Property listed in the Schedule of Inclusions to another item of equivalent or greater quality.

50. Special Faults and Defects

- 50.1 The purchaser is not entitled to serve a notice of Defects at any time prior to Completion.
- 50.2 If the purchaser becomes aware of any Special Faults, the purchaser must immediately serve notice of the Special Fault on the vendor.

- 50.3 Before Completion, the vendor is required, at the vendor's expense, to repair (in a proper and workmanlike manner) any Special Fault of which notice has been served by the purchaser.
- 50.4 During the Defects Period, the purchaser may serve on the vendor no more than one (1) notice of Defects which identifies any Defects in the Property (including Special Faults).
- 50.5 If the purchaser serves a notice of Defects during the Defects Period in accordance with clause 50.4, the vendor must repair those Defects in a proper and workmanlike manner and within a reasonable time after the expiry of the Defects Period.
- 50.6 This clause does not merge on Completion.

51. Completion Subject to Registration

- 51.1 Completion of this Contract is subject to and conditional upon registration of the Registration Documents with LRS and the vendor will use all reasonable endeavours to have the Registration Documents registered on or before the Registration Date.
- 51.2 If the Registration Documents are not registered by the Registration Date, then:
- (a) within ten (10) business days of the Registration Date (or Extended Registration Date as the case may be), the purchaser may rescind by written notice to the vendor; or
 - (b) the vendor may rescind by written notice to the purchaser.
- 51.3 The purchaser acknowledges that the only right the purchaser has arising out of a failure to register the Registration Documents by the Registration Date is to rescind the Contract in accordance with this clause.
- 51.4 The purchaser's right to rescind the Contract under clause 51.3 lapses immediately if the purchaser does not rescind strictly in accordance with this Contract, including within the timeframe set out in clause 51.2.

52. Extension of Dates

- 52.1 At any time and as often as necessary, the vendor may by written notice to the purchaser, extend the Commencement Date, Conditions Precedent Date and Registration Date by each day the vendor (or its builders, subcontractors or associates) have been delayed by reason of:
- (a) inclement weather or conditions resulting from inclement weather;
 - (b) any civil commotion, combination of strikes or lock-outs;
 - (c) any delay in any approval for developments by any Governmental Agency or Council (including any variation, modification or amendment to any such approval);
 - (d) any delay by Council or any Government Agency in approving, signing or registering any document including the Strata Plan; or
 - (e) any matter or thing beyond the control of the vendor,
- which affects the progress of the Development or affects registration of the Registration Documents.
- 52.2 The vendor is the sole determinate of the vendor's entitlement to extensions of time under this clause.

52.3 The Commencement Date, Conditions Precedent Date and Registration Date can each be extended under this clause by no more than 12 months in the aggregate (“**the Extended Commencement Date, Extended Conditions Precedent Date and Extended Registration Date**”).

53. Completion

53.1 The Date of Completion of this Contract will be the later of:

- (a) 28 days from the date of this Contract;
- (b) 14 days after the purchaser receives the Registration Notice; and
- (c) 14 days after the vendor serves the Occupation Certificate on the purchaser.

54. Late Completion

54.1 Provided that the vendor is ready, willing and able to give title to the purchaser, if this Contract is not completed for any reason (other than the vendor’s default) on or before the Date for Completion then in addition to any other right which the vendor may have under this Contract, or otherwise, the purchaser will on Completion pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Date for Completion and continuing until Completion of this Contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on Completion.

54.2 This clause shall not merge on Completion.

55. Notice to Complete

55.1 If either party is unable or unwilling to complete by the Date for Completion, the other party shall be entitled at any time after the Date for Completion to serve a Notice to Complete making the time for Completion essential. Such a notice shall give not less than 14 days’ notice after the day immediately following the day on which that notice is received by the recipient of the notice. That notice may nominate a specific hour on the last day as the time for Completion. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for Completion essential.

55.2 Where the vendor issues a Notice to Complete, the purchaser must on Completion pay to the vendor, in addition to any other money payable under this Contract the amount of \$330.00 for consideration of the vendor’s additional legal costs arising from the issuance of the Notice to Complete.

56. Not Used

57. Replacement of Documents and Plans

57.1 At any time before the vendor serves the Registration Notice, the vendor may serve a replacement for any document, instrument or plan attached to this Contract.

57.2 From and including the date of service of the Replaced Document, the Replaced Document is taken to be no longer attached to this Contract and the Replacement Document is taken to be attached to this Contract.

57.3 Subject to 57.4, the purchaser may not make any claim, objection, requisition or delay Completion, rescind or terminate as a result of a Replaced Document being replaced by a Replacement Document.

57.4 If there is a difference between the Replaced Document and the corresponding Replacement Document which detrimentally affects the property to a substantial extent, the purchaser may, within five (5) business days after service of the Replacement Document, rescind by written notice to the vendor.

58. Differences between Documents and Lots

58.1 The purchaser may not make any Claim, objection, requisition, delay Completion, rescind or terminate because there is a difference between a draft document or plan attached to this Contract and the corresponding document or plan as registered (or proposed to be registered) unless the difference detrimentally affects the property to a substantial extent.

58.2 The purchaser may not make any objection, requisition or Claim, delay Completion, rescind or terminate because there is a difference between the lot as shown in the Draft Strata Plan and the lot as actually created on registration of the Strata Plan including, without limitation, any reduction in area of the lot from that noted on the Strata Plan unless the difference of reduction in area detrimentally affects the property to a substantial extent.

58.3 If a matter disclosed in clauses 58.1 or 58.2 affects the property to a substantial extent, the purchaser may within five (5) business days of the purchaser's receipt of the vendor's notice of the difference or Registration Notice (whichever is the earlier) rescind the Contract by written notice to the vendor. If the purchaser does not rescind within that time, the right of rescission lapses immediately.

58.4 The parties agree that any reduction in area of less than five percent (5%) is not a detrimental effect of a substantial extent and the purchaser has no right to make any objection, requisition or Claim, delay Completion, rescind or terminate under this clause.

58.5 For the avoidance of doubt, the parties acknowledge that the floor area of the Property is to be measured from the centre line of the boundary wall of the Property and in addition to the internal area of the Property, includes any parking space, storage area, and/or external area comprising part of the Property.

59. Limitation on Purchaser's Rights

59.1 Subject to any rights of rescission expressly provided for in this Contract, the purchaser must not make a Claim or requisition, delay Completion, rescind or terminate the Contract as a result of anything done by the vendor which is not prohibited under this Contract.

59.2 Time is of the essence in respect of any right of rescission provided to purchaser in this Contract.

60. Encumbrances and Caveats by Purchaser

60.1 If any mortgage, caveat or other encumbrance is recorded on Title for the Property on Completion then the purchaser must accept a duly executed discharge or withdrawal of that encumbrance in registerable form, along with any applicable registration fee.

60.2 Following production of the discharge or withdrawal by the vendor in accordance with clause 60.1 above, the vendor is considered as having given the purchaser a transfer of property free from the encumbrance.

- 60.3 The purchaser must not lodge a caveat for recording on the folio of the register for any part of the Property or Development Site. If the purchaser lodges a caveat not permitted by the Contract, the purchaser must immediately withdraw the caveat when requested to do so by the vendor.
- 60.4 The purchaser hereby appoints the vendor as its attorney to sign any withdrawal of caveat lodged by (or on behalf of) the purchaser.

61. Council Rates, Water and Sewerage Rates and Land Tax

- 61.1 If separate rating assessments have not issued at the Date for Completion, adjustments will be made at settlement on the basis that:
- (a) Council rates are unpaid in the amount of \$1,000.00 per rating year; and
 - (b) water and sewerage rates are unpaid in the amount of \$200 per four (4) monthly cycle.
- 61.2 If Council, water and sewerage rates are adjusted in accordance with clause 61.1, after receiving a Council rates notice, or water and/or sewerage rates notice, the purchaser must pay all Council, water and sewerage rates in respect of the Property up to and including the rating period current as at the adjustment date.
- 61.3 If Council, water and sewerage rates are adjusted in accordance with this clause 60. No other amount is to be apportioned between the parties (whether under clause 14 or otherwise) for Council, water and sewerage rates.
- 61.4 If a separate rating assessment for Land Tax has not issued at the Date for Completion, adjustments will be made at settlement on the basis that Land Tax has already been paid in the amount of \$1,500.00 per annum, per lot.
- 61.5 If Land Tax is adjusted in accordance with clause 61.4, the vendor undertakes to pay all rates and taxes in respect of the Property promptly following issue of an assessment notice and no further adjustment (whether under clause 14 or otherwise) is to be made between the parties in respect of Land Tax.

62. Strata Scheme and Adjustments

- 62.1 In this Contract, the Property includes any interest in Common Property associated with the lot forming the Property in the Strata Plan.
- 62.2 By-Laws will apply to the Strata Scheme following registration of the Strata Plan and will be in substantially similar terms as the Draft By-Laws.
- 62.3 At Completion (and subject to clause 61), the parties must adjust (under Standard Form clause 14.1):
- (a) a regular periodic contribution to the administrative fund and the sinking fund of the Strata Scheme and any regular payment under a By-Law of the Strata Scheme; and
 - (b) on a unit entitlement basis, any Normal Expense of the Owners Corporation paid by the vendor which has not been reimbursed to the vendor, including any funds advanced to the Owners Corporation for the purposes of incepting insurance policies.
- 62.4 In relation to the Standard Form:
- (a) clause 11 does not apply to any notice with which the Owners Corporation must comply;

- (b) clause 14.5 applies on a unit entitlement basis (subject to clause 61); and
 - (c) clause 18.4 does not apply to any risk against which it is the responsibility of the Owners Corporation to insure.
- 62.5 Prior to the Date for Completion, the purchaser must give the vendor a 'Section 22 Notice', being a notice under the Strata Management Act which notifies the Owners Corporation of the purchaser's interest in the Property. The Section 22 Notice must be in duplicate, signed by the purchaser and addressed to the Owners Corporation. The vendor will sign both copies and return one (1) signed copy to the Purchaser on, or shortly thereafter, Completion.
- 62.6 The vendor may (but is not obliged to) give the purchaser a 'Section 184' Certificate, being a certificate under the Strata Management Act issued by the Owners Corporation which details financial and other matters relating to the Property.

63. Selling and Leasing Activities

- 63.1 The purchaser acknowledges that both before and after Completion the vendor and any persons authorised by the vendor may in their absolute discretion:
- (a) conduct selling and leasing activities in and around the Development Site;
 - (b) place and maintain in, on and above the Development Site (but not the Property after Completion) any signs or advertisements (including but not limited to offices and facilities for sales agents) in connection with the vendor's selling and leasing activities; and
 - (c) hold events or functions on the Development Site in connection with the selling and leasing activities.
- 63.2 Both before and after Completion (and until the vendor completes the sale of all lots in the Development), the purchaser must not erect or place any sign or other advertisement for sale or lease of the Property on or near the Property or Common Property.
- 63.3 The purchaser agrees, and warrants that it will agree that, it will not vote in favour of any motion for a resolution proposed for consideration in or at a general meeting of the Owners Corporation which would inhibit the rights of the vendor under this clause 63.
- 63.4 This clause does not merge on Completion.

64. Development Activities

- 64.1 The purchaser acknowledges that the Development Activities may occur up to and following Completion which may result in noise, dust or disturbance to the Development Site or the Property.
- 64.2 The vendor will complete the Development Activities and subdivide the Development Site (including selling or leasing lots) at its absolute discretion however, will use its best endeavours to ensure any inconvenience caused to the purchaser is minimised.
- 64.3 The purchaser may not make any Claim, objection, requisition, delay Completion, rescind or terminate, nor report the vendor to any regulatory authority because of any matter, act or thing associated or provided for in this clause.
- 64.4 This clause does not merge on Completion.

65. Access to the Development Site

65.1 The purchaser (and its representatives) are not entitled, to access the Development Site or Property at any time prior to Completion without the vendor's prior written consent (which will be provided in the vendor's absolute discretion).

66. Designated Matters

66.1 The purchaser must:

- (a) use all reasonable endeavours to ensure any enrolled mortgagee of the Property complies with this clause 66;
- (b) do all things as the vendor may reasonably require to give effect to the Designated Matters;
- (c) use all reasonable endeavours to procure that the Owners Corporation votes as the vendor directs in connection with any of the things in this clause 66 relating to a motion dealing with a Designated Matter submitted to the Owners Corporation;
- (d) procure that a transferee of the Property from the purchaser enters into a contract which incorporates terms the same as this clause 66, as the vendor reasonably requires.

66.2 If required by the vendor, the purchaser must vote, and use reasonable endeavours to ensure that any enrolled mortgagee of the Property votes:

- (a) in favour of any motion for a resolution of the Owners' Corporation to implement or give effect to any Designated Matters; and
- (b) against any motion for a resolution of the Owners Corporation which if passed would delay or prevent the implementation or giving effect to any Designated Matters or the exercise by the vendor of rights in relation to the Designated Matters.

66.3 The purchaser must not:

- (a) make any objection, requisition or Claim, delay Completion or rescind or terminate because of any Designated Matter;
- (b) do anything which would prevent the Purchaser exercising a vote in respect of the Property;
- (c) revoke or make ineffective a proxy or nomination referred to in this clause (except at the request of the Vendor);
- (d) do anything which may delay or prevent any Designated Matter being implemented or given effect to, or the Vendor exercising rights in relation to any Designated Matter (e.g. make an application for an order under the Strata Management Act or commence proceedings in a court); or
- (e) procure or request any person (including any mortgagee) to do anything which may delay or prevent any Designated Matter being implemented or given effect to or the Vendor exercising rights in relation to any Designated Matter.

66.4 This clause 66 does not merge on Completion.

67. Copyright and Intellectual Property

67.1 The purchaser warrants that the purchaser will not do or omit to do anything that will or may infringe any other person's intellectual property rights including without limitation, trademarks

and copyright by reproducing, republishing, copying, distributing, uploading, transmitting or in any way infringing the lawful rights of the intellectual property owner in relation to any branding, brand names, marketing material, plans, drawings, logos, images, advertisements or any other written printed or electronic material in relation to the Development, without the prior written consent of the legal owner.

67.2 The purchaser indemnifies the vendor against any Claims arising from a breach of the warranty provided by the purchaser under this clause 67.

68. Service of Documents

68.1 Any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at that party's solicitor's address.

69. Requisitions on Title

69.1 The Vendor will not be required to answer Requisition on Title that are not the Standard Requisitions.

70. Stamp Duty

70.1 The purchaser must pay all stamp duties (including penalties and fines) excluding vendor duty, which are payable in connection with this Contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to Revenue NSW in relation to those duties. This right continues after Completion. Notwithstanding the contents of this clause, the purchaser is not liable to pay any vendor duty assessed on the property.

71. FIRB Act

71.1 The purchaser warrants that the purchaser:

- (a) is not a "*foreign person*" within the meaning of the FIRB Act; or
- (b) is a "*foreign person*" within the meaning of the FIRB Act and that the Treasurer of the Commonwealth of Australia has advised in writing that the Treasurer has no objection to the acquisition of the property by the purchaser.

71.2 On or before the date of this Contract, the purchaser must notify the vendor if it is a "*foreign purchaser*" and is entering the Contract in accordance with clause 71.1(b).

71.3 If the purchaser does not notify the vendor in accordance with clause 71.2, the purchaser warrants that the Commonwealth of Australia cannot prohibit Completion of the transfer of the property to the purchaser in accordance with the FIRB Act.

71.4 If for any reason the FIRB Act prohibits the transfer of the property to the purchaser, the purchaser must immediately notify the vendor in writing and the vendor may terminate the Contract at any time after receiving the purchaser's notification.

71.5 If the vendor terminates the Contract in accordance with clause 71.4, the provisions of clause 9 will apply.

71.6 The purchaser indemnifies and will keep indemnified, the vendor against any loss, cost, damages, action, liability or expense incurred by the vendor in relation to the breach of this clause by the purchaser.

- 71.7 The purchaser's indemnity at clause 71.6 includes (but is not limited to) any liability for the vendor to pay any fee to an Authority in connection with the transfer of the property to the purchaser.
- 71.8 This clause does not merge on Completion and is an essential term of the Contract.

72. Prohibited Entities

- 72.1 For the purpose of this clause "**Prohibited Entity**" means any person or entity which:
- (a) is a "terrorist organisation" as defined in Part 5.3 of the Criminal Code Act 1995; or
 - (b) is listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the Charter of the United Nations Act 1945 which list as at the date of this Contract is available from the website of the Australian Department of Foreign Affairs and Trade or such other person or entity on any other list of terrorist or terrorist organisations maintained pursuant to the rules and regulations of the Australian Department of Foreign Affairs and Trade or pursuant to any other Australian legislation and which is available in the public domain.
- 72.2 The purchaser represents and warrants that it is not a Prohibited Entity and is not owned or controlled by, or acts on behalf of, any Prohibited Entity,
- 72.3 The purchaser indemnifies the vendor against any loss, damage, cost or claim resulting from any non-compliance by the vendor with any anti-terrorism legislation in Australia, including but not limited to, Part 4 of the *Charter of the United Nations Act 1945* and Part 5.3 of the *Criminal Code Act 1995* caused by a breach of the purchaser's representations or warranties under this clause.

73. Death, Insolvency and Incapacity

- 73.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if the purchaser (and if more than one person comprises that first party, then any one of them) prior to Completion,
- (a) being an individual, dies or becomes mentally ill (as defined in the *Mental Health Act 2007* (NSW) then the vendor may rescind the Contract by written notice to the purchaser's solicitor and thereupon this Contract will be at an end and the provisions of clause 19 will apply; or
 - (b) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the purchaser will have failed to comply with an essential provision of this Contract and the vendor will be entitled to terminate the Contract.
- 73.2 Despite any other provision of this Contract or any principle of law or equity, the purchaser is not entitled to make any Claim, delay Completion, rescind or terminate this Contract by reason of:
- (a) the vendor prior to Completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller, controlling manager, official manager of similar office to it appointed; or

- (b) the vendor's mortgagee exercises any right under any security or other arrangement between the vendor, the vendor's mortgagee or anyone else, including any moratorium or any enforcement action against the vendor or the property.

73.3 The purchaser warrants that it has legal capacity to enter this Contract.

74. Transfer of Property by Vendor

74.1 The purchaser acknowledges that at any time, the vendor may transfer their interest in the Development Site, or any part of the Development Site, to another entity, whether a related body corporate or otherwise ("**the New Vendor**").

74.2 The vendor must give the purchaser written notice of its intention to transfer the Development Site, or part thereof to the New Vendor, following which the purchaser and Guarantor each agree:

- (a) to the transfer of the property or Development Site to the New Vendor;
- (b) to the vendor novating the benefit of this Contract to the New Vendor; and
- (c) to accept on Completion a transfer of the property in registerable form and duly executed by the New Vendor.

74.3 If required by the vendor, the purchaser and the Guarantor each agree, within seven (7) days of a request to do so, to enter into either a Deed of Novation or Deed of Assignment to novate or assign the Contract to the New Vendor and on terms sufficient to the vendor and the New Vendor.

75. Assignment or Transfer by Purchaser

75.1 The purchaser must not assign, transfer, on-sell or otherwise novate their interest under this Contract without the prior written approval of the vendor, which may be withheld in the vendor's absolute discretion.

76. Guarantee

76.1 If the purchaser is a corporation (other than a company listed on an Australian Stock Exchange) then each director of the purchaser must jointly and severally, acts as Guarantor ("**the Guarantor**").

76.2 In consideration of the vendor agreeing to sell the Property at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor the due and payment of all money due to the vendor under the Contract, as well as the performance of the purchaser's obligations under this Contract.

76.3 The purchaser and Guarantor acknowledge that the vendor is not required to exhaust remedies against the purchaser before enforcing the Guarantor's obligations under the Contract.

76.4 The Guarantor indemnifies the vendor against, and must pay the vendor on demand the amount of any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor as a result of a breach or default of the purchaser's obligations under this Contract.

76.5 As a condition of this Contract, on or prior to the date of this Contract, the purchaser must provide an executed Deed of Guarantee and Indemnity.

76.6 If the Guarantor has not executed the contract or provided the executed Deed of Guarantee and Indemnity, the purchaser must cause the Guarantor to execute the Deed of Guarantee and Indemnity within 14 days of the vendor requesting the purchaser to do so.

76.7 This clause does not merge on completion and is an essential term of the Contract.

77. GST

- 77.1 Terms used in this clause have the same meaning as the meanings provided in the GST Act.
- 77.2 The parties agree that the sale of the Property is a taxable supply and (unless stated otherwise) the consideration expressed in this Contract for the supply is exclusive of the vendor's liability for GST.
- 77.3 On Completion the purchaser must pay to the vendor, in addition to the purchase price, the amount payable by the vendor as GST on the taxable supply made by the vendor by or under this Contract.
- 77.4 The vendor reserves the right to utilise the Margin Scheme created by the GST Act under this Contract and the parties agree that if the GST Act or any other related legislation or regulation is amended or updated, the parties will do everything necessary to ensure the vendor can utilise the Margin Scheme.
- 77.5 On Completion the vendor will provide the purchaser with a tax invoice.
- 77.6 This clause does not merge on Completion.

78. Privacy and the Collection of Information

- 78.1 The purchaser and the Guarantor each consent to their personal information being:
- (a) being used by the vendor in connection with their business, or as specified in any applicable privacy statement; and
 - (b) disclosed by the vendor:
 - (i) if required or permitted by law;
 - (ii) as specified in any applicable privacy statement; and
 - (iii) to any person with whom they deal in connection with their business including persons who may be overseas.
- 78.2 The purchaser and Guarantor acknowledge and agree that the vendor may collect information about the purchaser or Guarantor as set out in this Contract or made available to the vendor in relation to this Contract and that the vendor may disclose that information in relation to this Contract to:
- (a) their agents (or prospective agents);
 - (b) their financiers or financial advisers (or prospective financiers or financial advisers);
 - (c) external service providers (including solicitors, insurers and accountants); and
 - (d) any person with whom the vendor deals with in connection with their business, including persons who may be overseas.
- 78.3 The purchaser consents to the vendor using its personal information to promote the vendor's products.

79. Continuation After Completion

- 79.1 The provisions of this Contract that are intended to continue after Completion, continue to apply despite Completion, termination or rescission of the Contract.

80. Claims for Compensation

80.1 Notwithstanding any other provision of this Contract, any claim for compensation made by the Purchaser under this Contract will be deemed to be an objection or requisition entitling the Vendor to rescind this Contract.

81. Trusts

81.1 If the purchaser enters this Contract (or purchases the Property) as a trustee, the purchaser:

- (a) is personally liable under the Contract;
- (b) warrants the purchaser has a right of indemnity under the trust;
- (c) warrants that they have the power under the trust to enter the Contract; and
- (d) must not allow the variation of the trust or the advance or distribution of capital of the trust or re-settlement of trust property after the date of this Contract.

82. Electronic Signature

82.1 The parties agree to accept, for the purposes of exchange of Contracts, signatures by either the vendor or purchaser which are facsimile, photocopy or any other form of electronic signature.

83. Time Limits for the Exercise of Rights

83.1 If a time limit is provided for the exercise of a right provided under this Contract and the right is not exercised within that time period, the right may not be exercised.

84. Draft Documents

84.1 A reference in this Contract to a draft document is a reference to the copy of the document of that name annexed to this Contract.

85. Electronic Delivery of Documents by Vendor

85.1 The parties acknowledge and agree that the vendor may provide or serve any documents under this Contract to the purchaser (or their representative) by email.

86. Governing Law and Jurisdiction

86.1 This Contract is governed by the laws in force in New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the court of New South Wales and any court of appeal from them.

Schedule A - Floor Plan



Schedule B - Schedule of Inclusions



Project Design Specifications




Client: XXXXXXXXXX
Location: Mudgee, NSW 2850




FOR CONSTRUCTION



Issue: **A**
Date: SEPT 2023


Drawing Code	Image	Specification & Manufacturer's code	Supplier	Finish/ Selection	Cost RRP	Lead time	Notes
SKIRT	Skirting 	138 x 18mm 5.4 Moulding White	Bunnings By builder	Pine FJ Primed DAR		TBC	https://www.bunnings.com.au/138-x-18mm-5-4m-moulding-white-pine-fj-primed-dar_p0020753
ARCH		66 x 18mm 5.4m Moulding White	Bunnings By builder	Pine FJ Primed DAR			https://www.bunnings.com.au/66-x-18mm-5-4m-moulding-white-pine-fj-primed-dar_p0020750


DOOR STOP		Adoored 85mm Satin Chrome Monument Door stop	Bunnings By Builder	Satin Chrome			https://www.bunnings.com.au/adoored-85mm-satin-chrome-monument-door-stop_p3950403 Quantity 14
TOILET DOORS PASSAGE SIDE DOOR		HUME 2040 X 820 X 35MM	Bunnings				https://www.bunnings.com.au/hume-2040-x-820-x-35mm-external-door-duracote-flush-solicore-scx1_p1971771 Quantity: 28



TOILET WALLS INSIDE AND OUT		Easycraft 9mm x 2400 x 1200mm easyVJ100	Bunnings	Primed Wet Area Interior Wall Lining UMR MDF E0			https://www.bunnings.com.au/easycraft-9mm-2400-x-1200mm-easyvj100-primed-wet-area-interior-wall-lining-umr-mdf-e0_p0166124
TOILET DOOR HANDLE	Passage door hardware + privacy snib 	Davis door handle SKU: 12978 Dion privacy snib lock. SKU: 12984	ABI Interiors Edmunds Interiors.	Stainless steel.			https://www.abiinteriors.com.au/product/davis-door-handle-stainless-steel/ Quantity: 14
FLOOR TILE	 <small>Putty</small>	Ace Ceramics "Putty" 300x300mm	Edmunds Interiors			TBA	http://www.aceceramics.com.au/pdfs/mayfair.pdf Grout colour to be selected on site by owners after tiles have been laid. Tile layout and grout spacing to be discussed with tiler prior to installation.

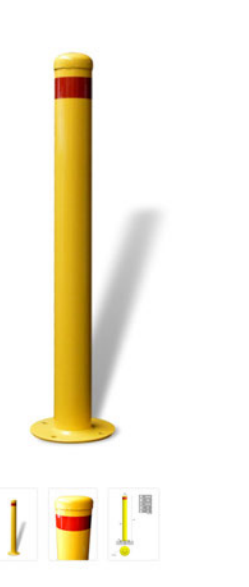


ACCESS TOILET		Aliro Accessible Back to Wall Toilet Suite SKU:15317	Edmunds Interiors	N/A	TBA	TBA	https://www.abiinteriors.com.au/product/aliro-accessible-back-to-wall-toilet-suite/
ACCESS BACK REST		Aliro Accessible Backrest Stainless steel SKU: 15314	Edmunds Interiors	N/A	TBA	TBA	https://www.abiinteriors.com.au/product/aliro-accessible-backrest-stainless-steel/
ACCESS RAIL		Aliro Accessible 140degree Grab Rail Stainless Steel	Edmunds Interiors	N/A	TBA		https://www.abiinteriors.com.au/product/aliro-accessible-140-grab-rail-stainless-steel/




ACCESS ROLL HOLDER		Aliro Accessble Toilet Roll Holder Stainless Steel SKU: 14777	Edmunds Interiors				https://www.abiinteriors.com.au/?s=ALIRO%20TOILET%20ROLL%20HOLDER&post_type=product
ACCESS HAND RAIL		Aliro Hand Towel Rail Stainless Steel SKU:14767	Edmunds Interiors				https://www.abiinteriors.com.au/product/aliro-hand-towel-rail-brushed-stainless-steel/

ACCESS BASIN		Aliro Accessible Wall Mounted Basin – Right Shelf – Gloss White x 7 Left Shelf – Gloss White x 7. SKU: 14769 SKU: 14768	Edmunds Interiors				https://www.abiinteriors.com.au/product/aliro-accessible-wall-mounted-basin-right-shelf-gloss-white/ https://www.abiinteriors.com.au/product/aliro-accessible-wall-mounted-basin-left-shelf-gloss-white/
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ACCESS MIXER		Aliro Accessible Basin Mixer Stainless Steel SKU:14684	Edmunds Interiors				https://www.abiinteriors.com.au/product/aliro-accessible-basin-mixer-brushed-stainless-steel/
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BOTTLE TRAP		Marli Bottle Trap Round Brushed Nickle SKU:11890	Edmunds Interiors				https://www.abiinteriors.com.au/product/mateo-brushed-nickel-new/
WHEEL STOPPERS	 <p>Rubber Wheel Stop 1650mm \$60.50</p>	Wheel Stops and Rubber Wheel Stoppers SKU: WHEST16R-ESS	Safety Sector				https://www.safetysector.com.au/wheel-stops/?gad=1&gclid=CjwKCAjwo9unBhBTEiwAipC110T0b18bv7sL2m37SIBxIXkyWuRAlexSJV4FxYNd2nyhU28yQhFemhoC9EwQAvD_BwE

BOLLARD		Surface Mounted Safety Bollard 900mm SKU:BSMYEL90	Edmunds Interiors				https://www.safetysector.com.au/surface-mounted-safety-bollard-900mm/?gad=1&gclid=EAlaIqobChMIulHpxamYgQMV62EPAh1f8QIHEAYYAIABEgJ0K_D_BwE
ROLLER DOOR		Series 2 Traditional Industrial Roll-A-Door in Monument 3200H X 3000W	Mudgee Home Improvements				https://www.abiinteriors.com.au/product/alir-o-accessible-basin-mixer-brushed-stainless-steel/
ROOF SHEETS		Trim Deck Colour Bond	Mudgee Home Improvements				https://www.abiinteriors.com.au/product/alir-o-accessible-basin-mixer-brushed-stainless-steel/

HOODS		Heka Hoods Hoods around Windows and Passage door.	Heka Hoods				www.hekahoods.com.au
TANKS		Slimline Tanks 6000L X 3	Kingspan Water Tanks				https://kingspanwatertanks.com.au/product/6000-litre-slimline-tank/ Quantity x 3
LIGHTS		Metal Flat Panel Flush Ceiling Light Fixtures	Litfad				https://www.litfad.com/metal-flat-panel-flush-ceiling-light-fixtures-minimalist-office-flush-mount-ceiling-light-fixture-s-788993.html?currency=AUD&gclid=Cj0KCQjwn_OIBhDhARIsAG2y6zM5Pwu1b0aVillxJ1NRIVeZs-LGgx0qMub41QOTBFmyCZWofdHzafMaAuNgEALw_wcB

Schedule C – Deed of Guarantee and Indemnity

Deed of Guarantee and Indemnity

THIS DEED is made on the _____ of _____ 2023.

BETWEEN _____ ("Vendor")

AND _____ ("Vendor")

AND _____ ("Guarantor")

AND _____ ("Purchaser")

RECITALS:

- A. By the Contract for Sale of Land dated on or about the date of this Deed, the Vendor agreed to sell and the Purchaser agreed to purchase proposed Lot [] in an unregistered Strata Plan which is part of Lot 26 in DP 1277513 ("the Property") (together, "the Contract").
- B. The Vendor required the Purchaser to provide this Deed to the Vendor as a condition of entering into the Contract.

OPERATIVE:

1. Guarantee

1.1 The Guarantor unconditionally and irrevocably guarantees to the Vendor that the Purchaser will perform and observe all of the Purchaser's obligations under the Contract and will discharge all of its liabilities under the Contract.

1.2 In the event of default by the Purchaser, the Guarantor covenants with the Vendor to perform and observe all of the Purchaser's obligations under the Contract and to discharge all of the Purchaser's liabilities under the Contract or to cause those obligations to be performed and observed or liabilities to be discharged.

2. Indemnity

The Guarantor, as a separate, additional and primary liability, unconditionally and irrevocably will indemnify and keep indemnified the Vendor from and against all losses, damages, costs and expenses of any kind which may be suffered or incurred by the Vendor by reason or in consequence of:

2.1 default by the Purchaser in performing or observing its obligations or discharging its liabilities under the Contract;

2.2 The Vendor attempting to enforce any of the Purchaser's obligations under the Contract; or

2.3 The Vendor attempting to enforce or preserve any of its rights under this Deed.

3. Absolute Liability

The liability of the Guarantor under this Deed will be absolute and will not be subject to the execution of this Deed or any other instrument or document by any person other than

the Guarantor, and will not be subject to the performance of any condition precedent or subsequent.

4. No Reduction or Release

4.1 The liability of the Guarantor under this Deed will not be affected by any act, omission, matter or thing that would otherwise operate in law or in equity to reduce or release the Guarantor from that liability.

4.2 Without limitation, that liability will not be affected by:

- (a) the granting by the Vendor to the Purchaser of time, waiver, indulgence or concession or the making of any composition or compromise with the Purchaser;
- (b) The Vendor forbearing to enforce or neglecting to exercise any right against the Purchaser;
- (c) any laches, acquiescence or other act, neglect, default, omission or mistake by the Vendor;
- (d) any variation of any of the obligations and liabilities under the Contract, made either with or without the knowledge of the Guarantor;
- (e) the release of any of the obligations and liabilities under the Contract; or
- (f) any failure by the Vendor to disclose to the Guarantor any fact, circumstance or event relating to the Purchaser at any time prior to or during the currency of this Deed.

5. Payments Without Deduction

All payments by the Guarantor under this Deed are to be free of any set-off or counterclaim and without deduction or withholding.

6. Insolvency of Purchaser

The Guarantor will not prove in the insolvency of the Purchaser for any amount owing by the Purchaser other than upon the basis that it irrevocably directs the payment of the proceeds of any such proof to the Vendor to the full extent of the amount then required to satisfy the obligations and liabilities under the Contract.

7. Claim on the Guarantor

The Vendor will not be required to make any claim or demand upon the Purchaser or to enforce any right, power or remedy against the Purchaser in respect of its obligations and liabilities under the Contract before making any claim or demand on the Guarantor under this Deed.

8. Severability

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of the illegality, voidness or unenforceability without invalidating the remaining provisions of this Deed.

9. Settlement Conditional

9.1 Any settlement between the Guarantor and the Vendor will be conditional upon any security or payment given or made to the Vendor by the Purchaser, the Guarantor or any other person in relation to the obligations and liabilities under the Contract not being avoided, repaid or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force.

9.2 In the event of any avoidance, repayment or reduction, The Vendor may recover the value or amount of the security or payment avoided, repaid or reduced from the Guarantor subsequently, as if the settlement or discharge had not occurred.

10. **Governing Law**

This Deed is to be governed by and construed in accordance with the laws in the state of New South Wales.

SIGNED as a deed.

Signed by the **Guarantor** in the presence of:

Signature of Guarantor

Signature of witness

Name of witness (print)

Signed by the **Guarantor** in the presence of:

Signature of Guarantor

Signature of witness

Name of witness (print)

Schedule D – Draft Strata Plan

LOCATION PLAN

25
DP 1277513
No. 13

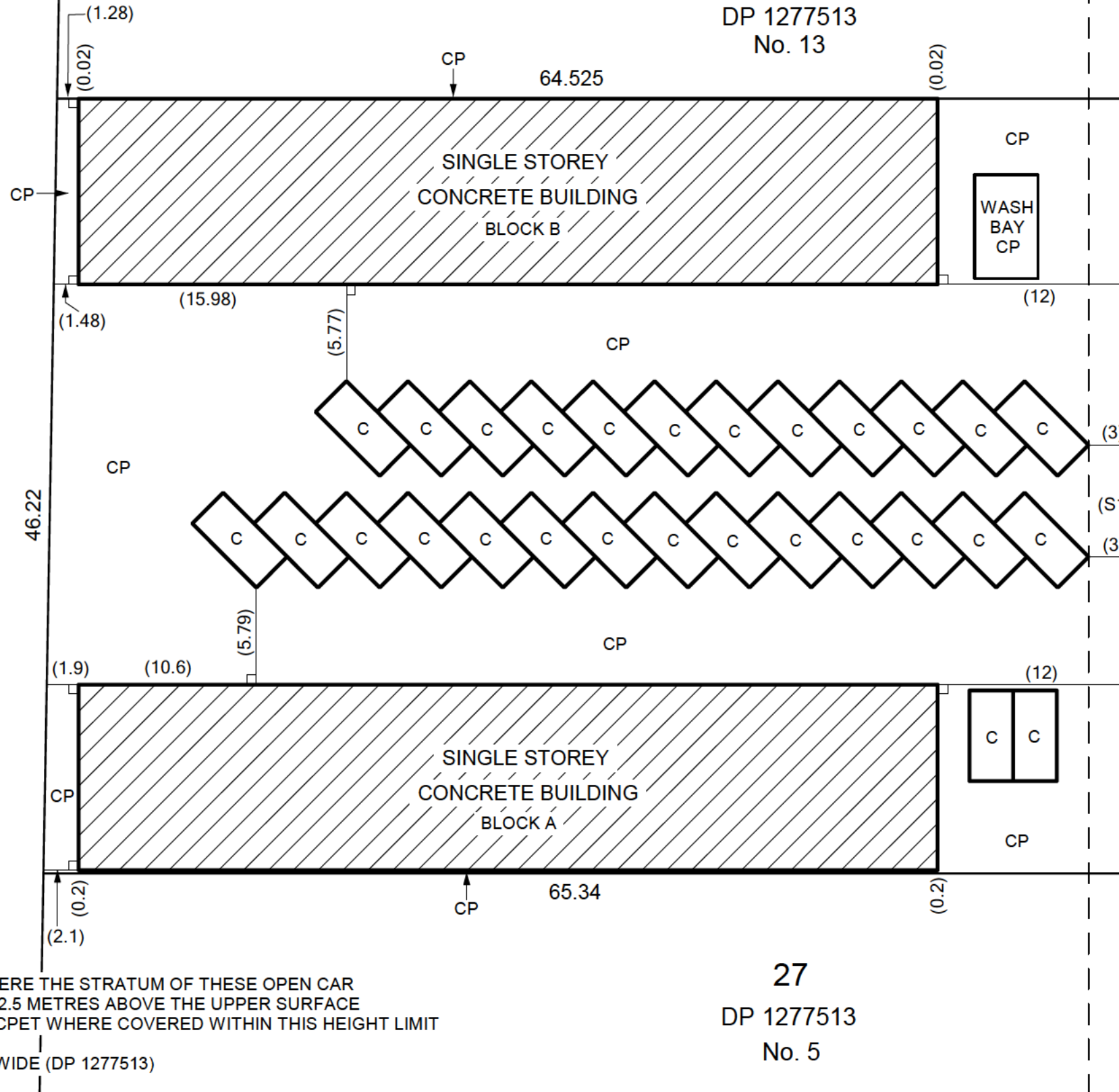
THE DIMENSIONS, AREAS AND TOTAL NUMBER OF LOTS SHOWN HEREON ARE SUBJECT TO FIELD SURVEY AND ALSO THE REQUIREMENTS OF MID-WESTERN REGIONAL COUNCIL

NO RELIANCE SHOULD BE PLACED ON THE INFORMATION ON THIS PLAN FOR ANY FINANCIAL DEALINGS INVOLVING THE LAND

THIS PLAN IS NOT A PLAN OF AN APPROVED SUBDIVISION

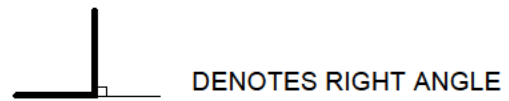
CLOSE

LILLIE



11
DP 756897

27
DP 1277513
No. 5



CP - COMMON PROPERTY

C - DENOTES OPEN CAR SPACES WHERE THE STRATUM OF THESE OPEN CAR SPACES IS LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

(S1) - EASEMENT TO DRAIN SEWAGE 3 WIDE (DP 1277513)

Surveyor : GRAEME STEPHEN ASTLEY Date of Survey: 18/08/2023 Surveyor's Ref: 23/46	PLAN OF SUBDIVISION OF LOT 26 DP 1277513	LGA: MID-WESTERN REGIONAL Locality: CAERLEON Subdivision No. : Lengths are in metres. Reduction Ratio 1 : 300	Registered	SP DRAFT
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00	10	20	30	40	50	Table of mm	90	100	110	120	130	140
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FLOOR PLAN

GROUND LEVEL

THE DIMENSIONS, AREAS AND TOTAL NUMBER OF LOTS SHOWN HEREON ARE SUBJECT TO FIELD SURVEY AND ALSO THE REQUIREMENTS OF MID-WESTERN REGIONAL COUNCIL

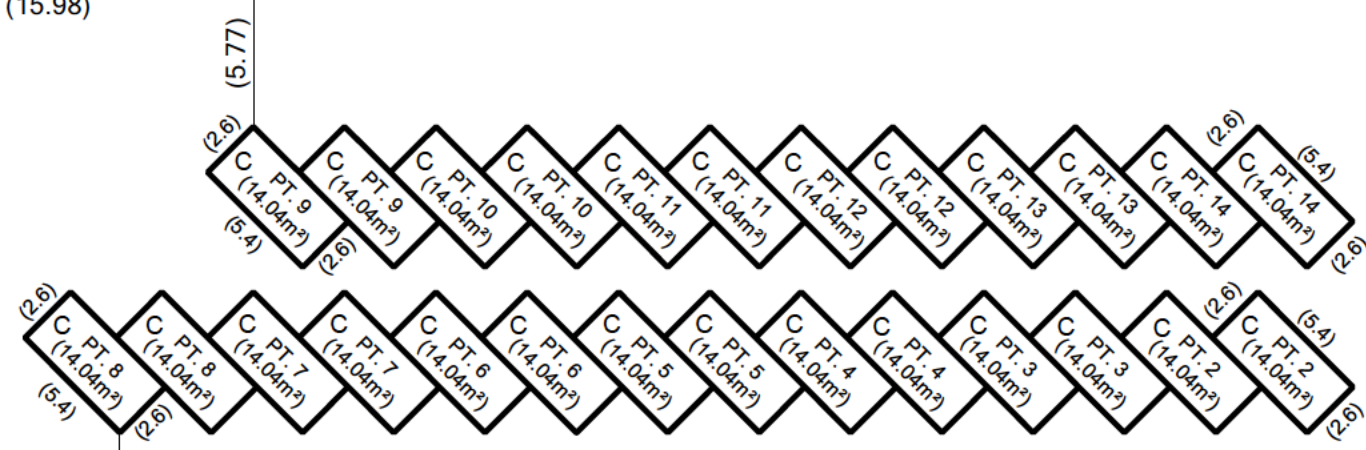
NO RELIANCE SHOULD BE PLACED ON THE INFORMATION ON THIS PLAN FOR ANY FINANCIAL DEALINGS INVOLVING THE LAND

THIS PLAN IS NOT A PLAN OF AN APPROVED SUBDIVISION



PT. 8 (82m ²) TOTAL 110.08m ²	PT. 9 (80.5m ²) TOTAL 108.58m ²	PT. 10 (80.5m ²) TOTAL 108.58m ²	PT. 11 (80.5m ²) TOTAL 108.58m ²	PT. 12 (80.5m ²) TOTAL 108.58m ²	PT. 13 (80.5m ²) TOTAL 108.58m ²	PT. 14 (82m ²) TOTAL 110.08m ²
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(15.98)

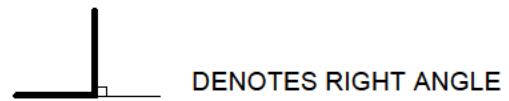


(5.77)

PT. 7 (82m ²) TOTAL 110.08m ²	PT. 6 (80.5m ²) TOTAL 108.58m ²	PT. 5 (80.5m ²) TOTAL 108.58m ²	PT. 4 (80.5m ²) TOTAL 108.58m ²	PT. 3 (80.5m ²) TOTAL 108.58m ²	PT. 2 (80.5m ²) TOTAL 108.58m ²	PT. 1 (82m ²) TOTAL 110.08m ²
---	---	---	---	---	---	---

(10.6)

(1.9) (2.6) (2.6)
(5.4) (2.6) (5.4)



C - DENOTES OPEN CAR SPACES WHERE THE STRATUM OF THESE OPEN CAR SPACES IS LIMITED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

MAILBOXES, WATER TANKS, HOT WATER SYSTEMS, PUMPS, AIRCONDITIONERS & GAS FIXTURES CONNECTED TO A LOT FORM PART OF THAT LOT AND NOT COMMON PROPERTY

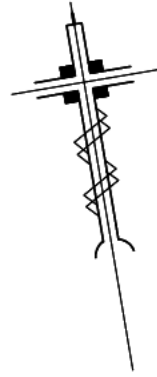
AREAS ARE APPROXIMATE ONLY AND ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015.

Surveyor : GRAEME STEPHEN ASTLEY Date of Survey: 18/08/2023 Surveyor's Ref: 23/46	PLAN OF SUBDIVISION OF LOT 26 DP 1277513	LGA: MID-WESTERN REGIONAL Locality: CAERLEON Subdivision No. : Lengths are in metres. Reduction Ratio 1 : 300	Registered	SP DRAFT
---	--	---	------------	-----------------

00	10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----

FLOOR PLAN

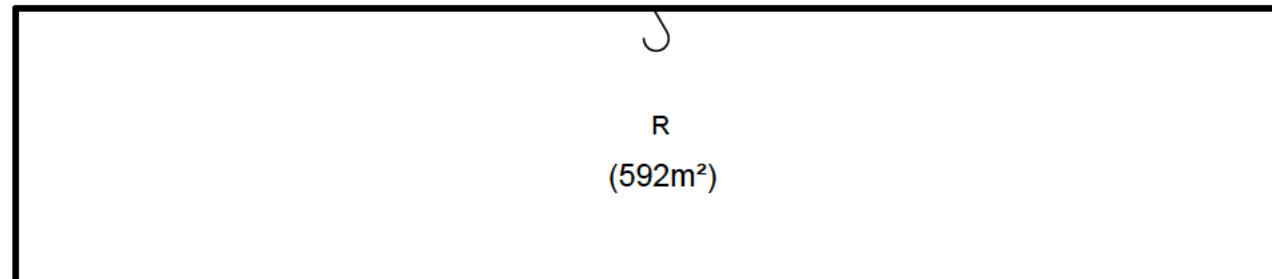
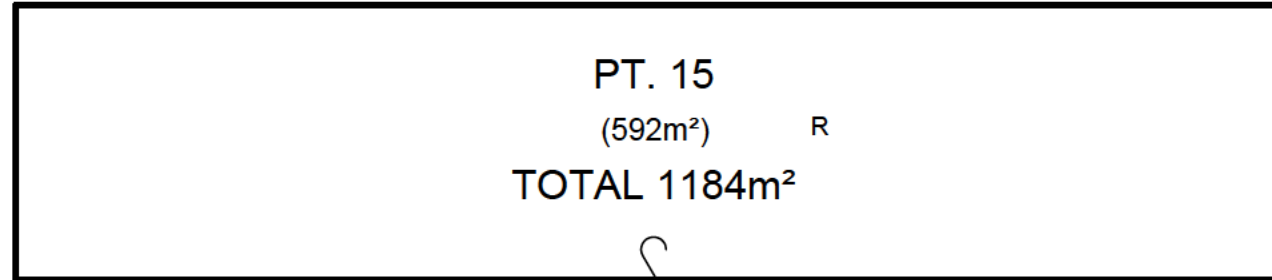
ROOF LEVEL



THE DIMENSIONS, AREAS AND TOTAL NUMBER OF LOTS SHOWN HEREON ARE SUBJECT TO FIELD SURVEY AND ALSO THE REQUIREMENTS OF MID-WESTERN REGIONAL COUNCIL

NO RELIANCE SHOULD BE PLACED ON THE INFORMATION ON THIS PLAN FOR ANY FINANCIAL DEALINGS INVOLVING THE LAND

THIS PLAN IS NOT A PLAN OF AN APPROVED SUBDIVISION



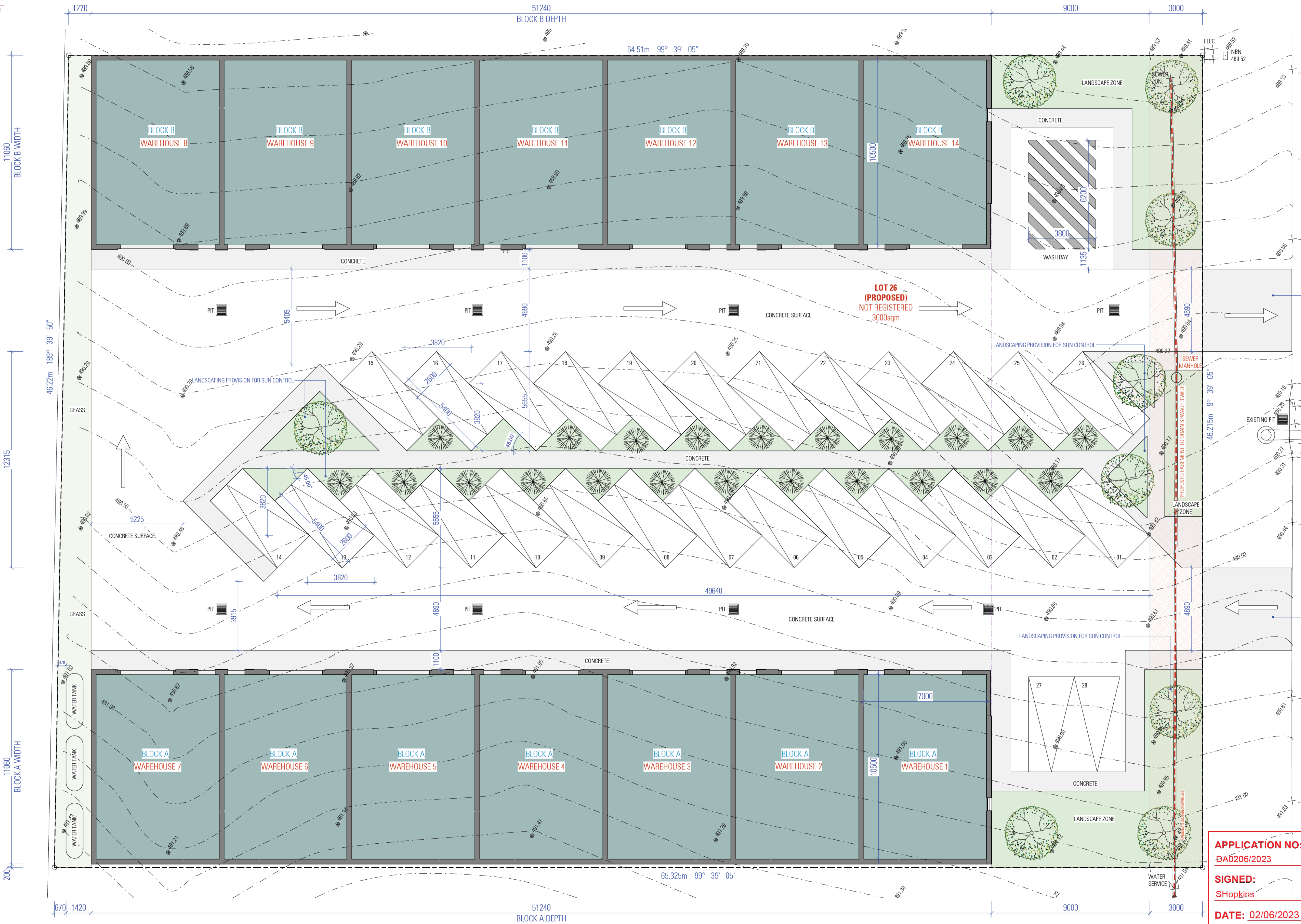
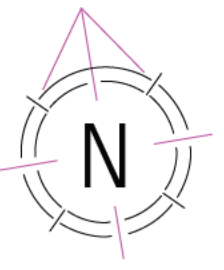
ROOF STRUCTURES INCLUDING TRUSSES AND ROOFING MATERIAL IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015.

R - DENOTES OPEN ROOF SPACES WHERE THE STRATUM OF THESE OPEN ROOF SPACES IS LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

<p>Surveyor : GRAEME STEPHEN ASTLEY</p> <p>Date of Survey: 18/08/2023</p> <p>Surveyor's Ref: 23/46</p>	<p>PLAN OF SUBDIVISION OF LOT 26 DP 1277513</p>	<p>LGA: MID-WESTERN REGIONAL Locality: CAERLEON Subdivision No. : Lengths are in metres. Reduction Ratio 1 : 300</p>	<p>Registered</p>	<p>SP DRAFT</p>
--	---	--	-------------------	------------------------

00	10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----



SITE CALCULATIONS	
SITE AREA	3000sqm
GROUND FLOOR AREA BLOCK A	514.5sqm
MEZZANINE FLOOR AREA BLOCK A	478.55sqm
TOTAL FLOOR AREA BLOCK A	993.05sqm
TOTAL VOLUME BLOCK A	3972.2m³
GROUND FLOOR AREA BLOCK B	514.5sqm
MEZZANINE FLOOR AREA BLOCK B	478.55sqm
TOTAL FLOOR AREA BLOCK B	993.05sqm
TOTAL VOLUME BLOCK B	3972.2m³
TOTAL FLOOR AREA	1986.1sqm
TOTAL VOLUME	7944.4m³
LANDSCAPE AREA	252.336sqm

APPLICATION NO:
DA0206/2023

SIGNED:
SHopkias

DATE: 02/06/2023



APPROVED PLAN

PROPOSED SITE PLAN

SITE LEGEND	
ITEM	SYMBOL
GROUND FLOOR AREA	
LINE OF FIRST FLOOR	
SITE BOUNDARY	

NOTES

1. ALL DIMENSIONS ARE IN MILLIMETERS
2. VERIFY ALL DIMENSIONS ON SITE
3. DO NOT SCALE. USE PROVIDED DIMENSIONS ONLY
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ACCREDITED BUILDING RESOURCES

COMMERCIAL DEVELOPMENT

LOT 26, 38 HILL END ROAD, CAERLEON NSW 2850

DESIGNER: MICHEL TOUBRA
DRAWN BY: JOYCE RAFOUL

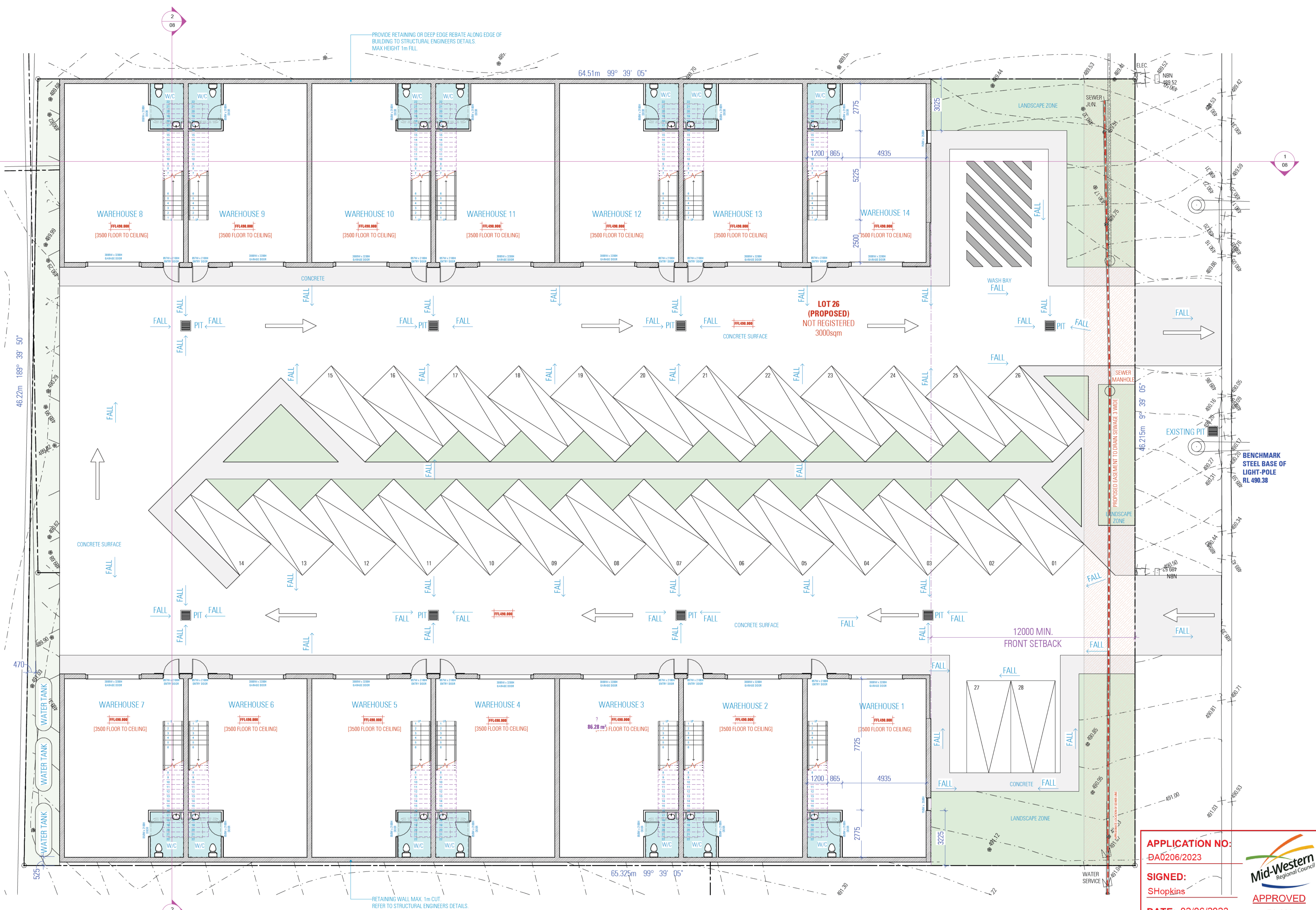
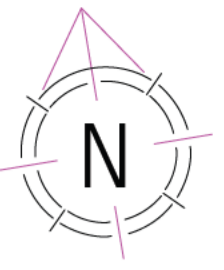
PROPOSED SITE PLAN

SCALE: 1:100/1:150/1:180/1:225

DATE: 02/06/2023

PROJECT NO: 22323 - 01

NOT FOR CONSTRUCTION



PROPOSED GROUND FLOOR PLAN

APPLICATION NO:
DA0206/2023

SIGNED:
SHopkias

DATE: 02/06/2023

APPROVED PLAN



NOTES:

- HARD WIRED PHOTO-ELECTRIC SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH PART 3.7.5
- EXHAUST FROM A BATHROOM, SANITARY COMPARTMENT, OR LAUNDRY MUST BE DISCHARGED DIRECTLY OR VIA A SHAFT OR DUCT TO OUTDOOR AIR OR A VENTILATED ROOF SPACE IN ACCORDANCE WITH PART 3.8.7

NOTES:

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design **bdqa**

COMMERCIAL DEVELOPMENT **PROPOSED GROUND FLOOR PLAN**

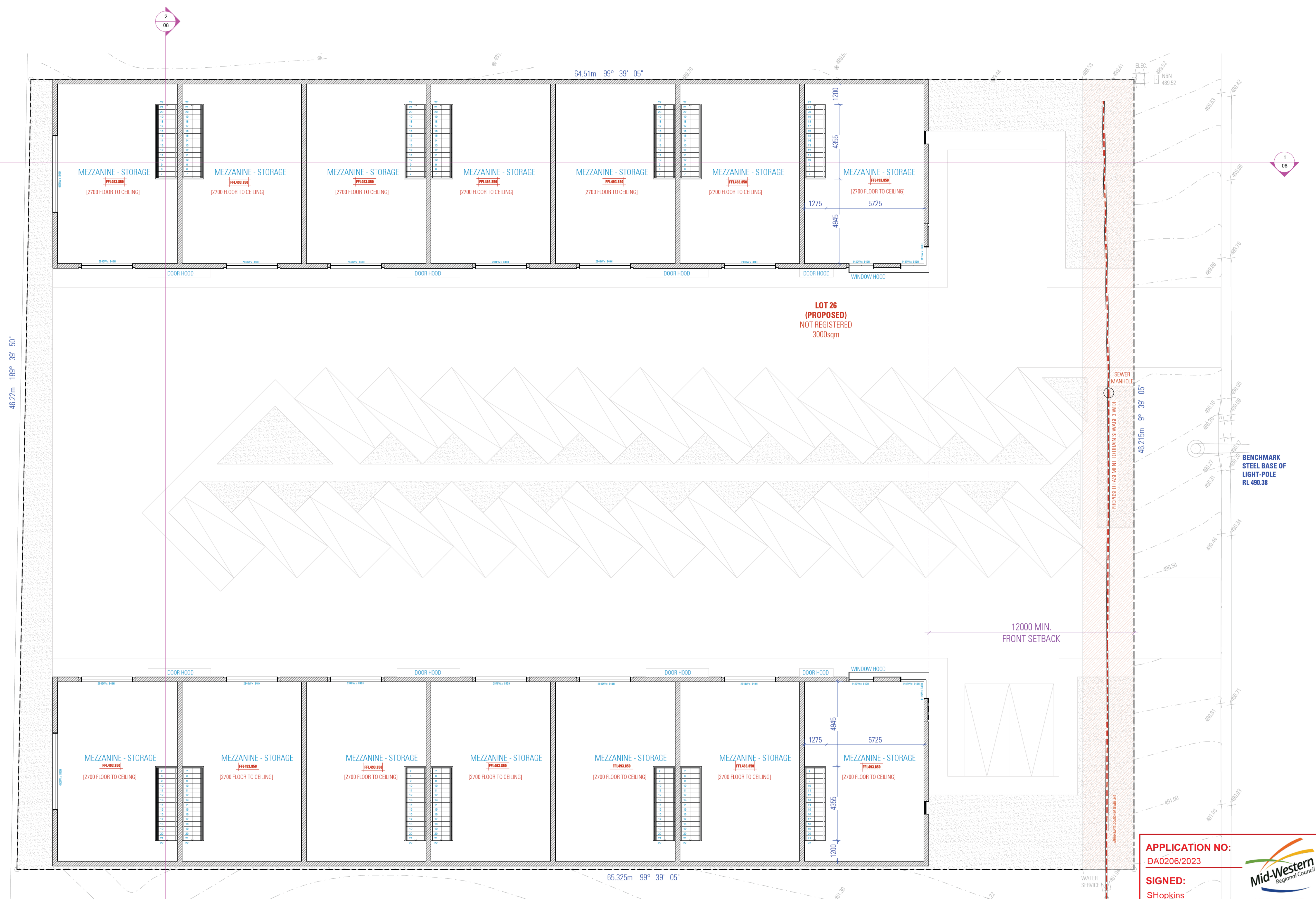
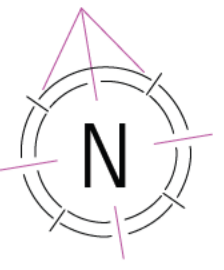
LOT 26, 38 HILL END ROAD, CAERLEON NSW 2850

DESIGNER: MICHEL TOUBA, JOYCE RAFOUL
DRAWN BY: ED CROSSKILL

SCALE: 1:100/1:150/1:180/1:225
DATE: 18/01/23

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NOT FOR CONSTRUCTION



PROPOSED MEZZANINE FLOOR PLAN

APPLICATION NO:
DA0206/2023

SIGNED:
S Hopkins

DATE: 02/06/2023

APPROVED PLAN

NOTES:

- HARD WIRED PHOTO-ELECTRIC SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH PART 3.7.5
- EXHAUST FROM A BATHROOM, SANITARY COMPARTMENT, OR LAUNDRY MUST BE DISCHARGED DIRECTLY (OR VIA A SHAFT OR DUCT) TO OUTDOOR AIR OR A VENTILATED ROOF SPACE IN ACCORDANCE WITH PART 3.8.7

NOTES:

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design **bdqa**

COMMERCIAL DEVELOPMENT **PROPOSED MEZZANINE FLOOR PLAN**

LOT 26, 38 HILL END ROAD, CAERLEON NSW 2850

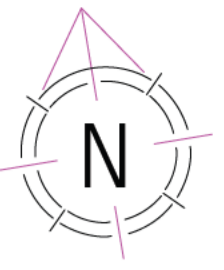
SCALE: 1:100/1:150/1:180/1:225

DESIGNER: MICHEL TOUBIA, JOYCE RAFOUL
DRAWN BY: ED CROSSKILL

DATE: 02/06/2023

PROJECT NO: 22323 - 03

NOT FOR CONSTRUCTION



2
08

ALL ROOF RUNOFF FROM PROPOSED BUILDINGS TO BE DIRECTED TO THE DETENTION TANKS VIA A SEALED DOWNPIPE SYSTEM. BUILDING HYDRAULICS TO BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH AS 3500

1
08

1
08

64.51m 99° 39' 05"

46.22m 189° 39' 50"

65.325m 99° 39' 05"

ALL ROOF RUNOFF FROM PROPOSED BUILDINGS TO BE DIRECTED TO THE DETENTION TANKS VIA A SEALED DOWNPIPE SYSTEM. BUILDING HYDRAULICS TO BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH AS 3500

PROPOSED ROOF PLAN

**LOT 26
(PROPOSED)
NOT REGISTERED
3000sqm**

12000 MIN.
FRONT SETBACK

SEWER
MANHOLE

PROPOSED BASEMENT TO MAIN SEWAGE 3 WIDE

BENCHMARK
STEEL BASE OF
LIGHT-POLE
RL 490.38

APPLICATION NO:
DA0206/2023

SIGNED:
SHopkins

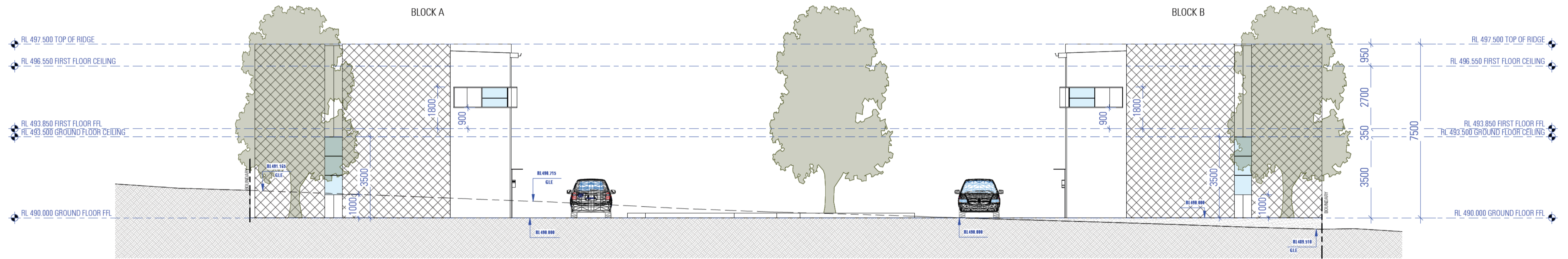
DATE: 02/06/2023



- NOTES:**
- HARD WIRED PHOTO-ELECTRIC SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH PART 3.7.5
 - EXHAUST FROM A BATHROOM, SANITARY COMPARTMENT, OR LAUNDRY MUST BE DISCHARGED DIRECTLY (OR VIA A SHAFT OR DUCT) TO OUTDOOR AIR OR A VENTILATED ROOF SPACE IN ACCORDANCE WITH PART 3.8.7
- NOTES:**
- ALL DIMENSIONS ARE IN MILLIMETRES
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NOT FOR CONSTRUCTION



EAST ELEVATION
AS SEEN FROM HILL END ROAD



WEST ELEVATION

APPLICATION NO:
DA0206/2023

SIGNED:
S Hopkins

DATE: 02/06/2023

APPROVED PLAN



NOT FOR CONSTRUCTION

NOTES

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design **bdqa** ACCREDITED BUILDING RESOURCES

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COMMERCIAL DEVELOPMENT **FRAMING**

LOT 26, 38 HILL END ROAD, CAERLEON NSW

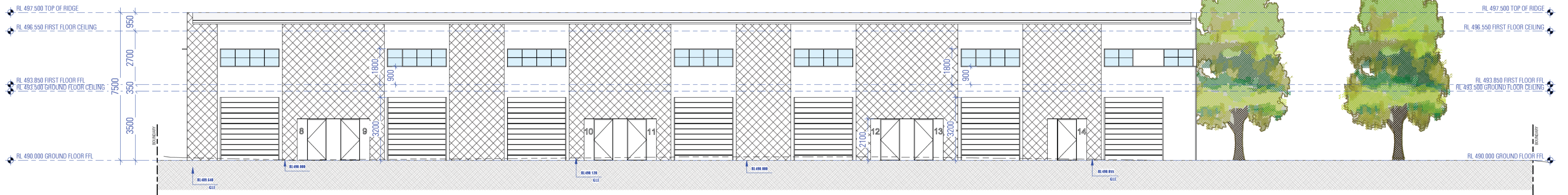
DESIGNER: MICHEL TOUBA
DRAWN BY: JOYCE RAFOUL

2850
ED CROSSKILL

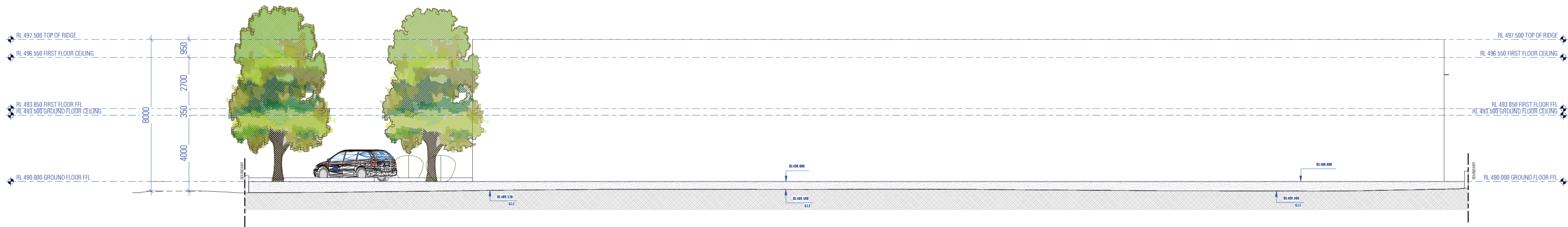
SCALE: 1:100/1:150/1:180/1:225

ISSUE: 1
DATE: 18/01/23

SHW No. 22323 - 05



BLOCK B - SOUTH ELEVATION



BLOCK B - NORTH ELEVATION

APPLICATION NO:
DA0206/2023

SIGNED:
SHopkins

DATE: 02/06/2023

APPROVED PLAN



NOT FOR CONSTRUCTION

NOTES

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COMMERCIAL DEVELOPMENT **FRAMING**

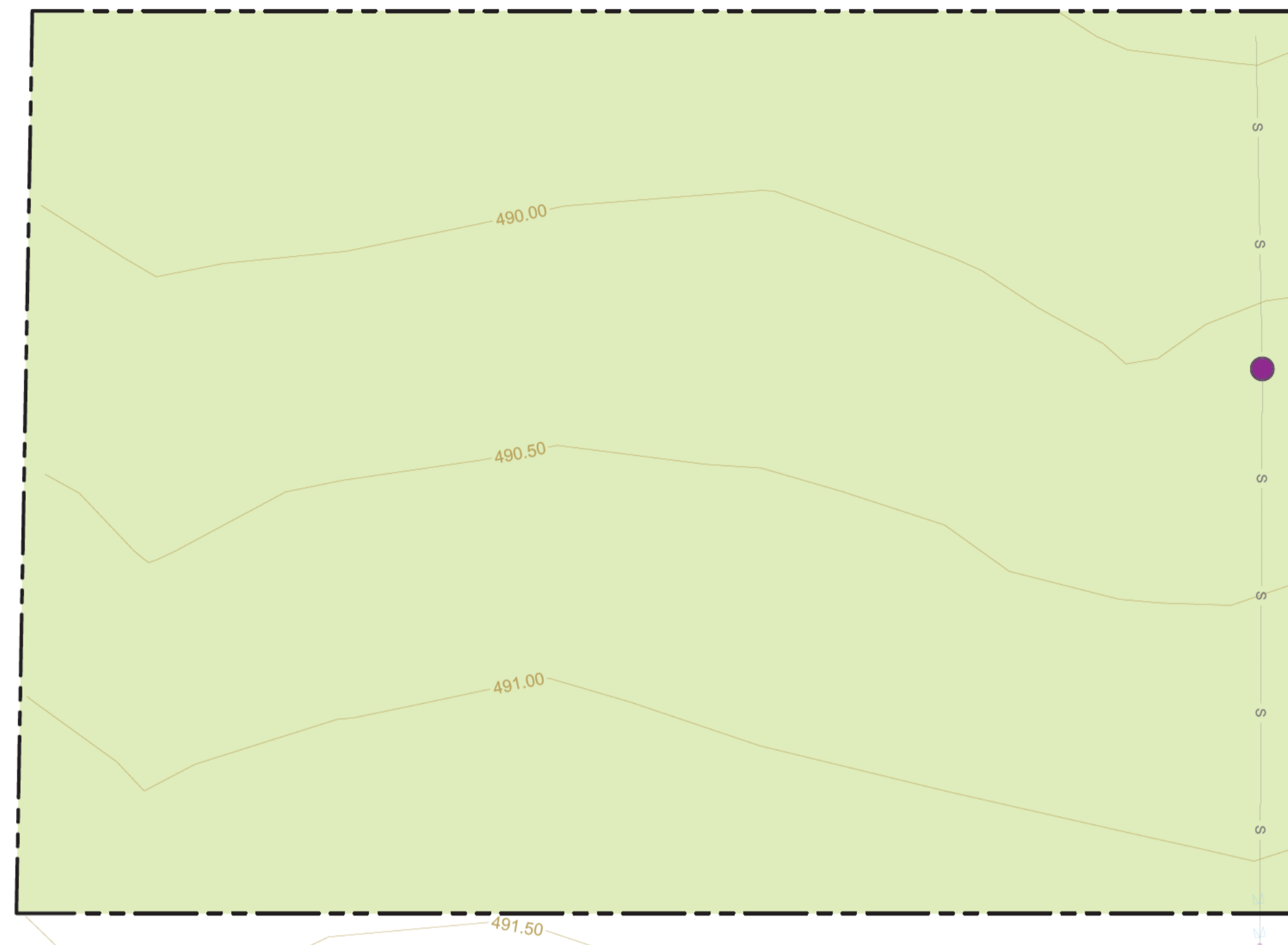
LOT 26, 38 HILL END ROAD, CAERLEON NSW

2850

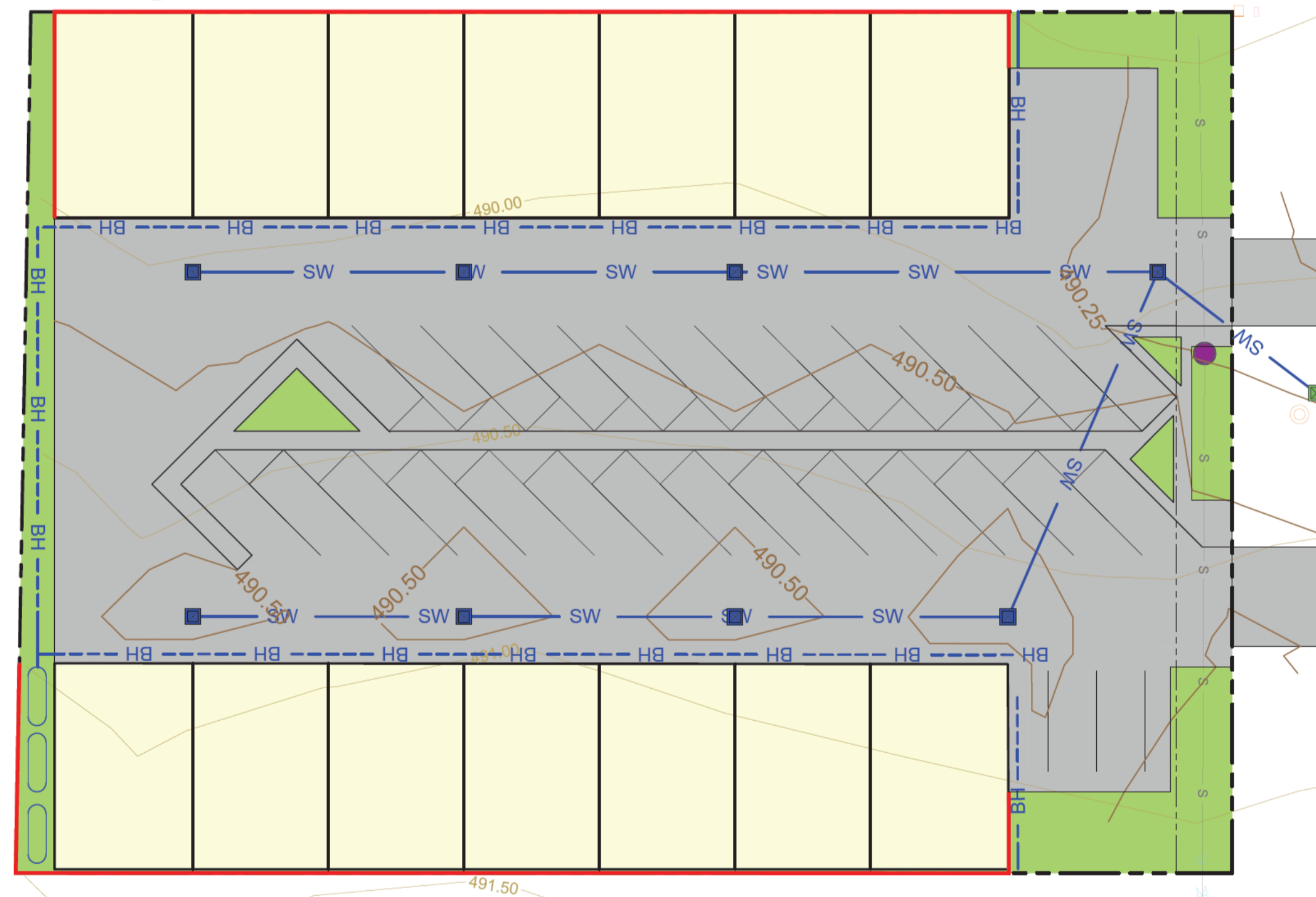
SCALE: 1:100/1:150

DATE: 18/01/23

SWR No. 22323 - 07



Pre-Developed Site Catchment
Scale 1:250



Post-Developed Site Catchment
Scale 1:250

EXISTING CATCHMENT TABLE			
CATCHMENT TYPE	WATERCOM DRAINS CATCHMENT TYPE	TOTAL AREA (m ²)	FRACTION IMPERVIOUS
EXISTING LANDSCAPING	PA	3000	0.00
TOTAL SITE AREA		3000	0.000

Note:
EIA = Effective Impervious Area
RIA = Remaining Impervious Area
PA = Pervious Area

DEVELOPED CATCHMENT TABLE			
CATCHMENT TYPE	WATERCOM DRAINS CATCHMENT TYPE	TOTAL AREA (m ²)	FRACTION IMPERVIOUS
PROPOSED BUILDING	EIA	1132	1.00
PROPOSED CONCRETE	EIA	1606	1.00
PROPOSED LANDSCAPING	PA	262	0.00
TOTAL SITE AREA		3000	0.910

APPLICATION NO:
DA0206/2023

SIGNED:
SHopkins

DATE: 02/06/2023



PLOT INFO: ...2022.1359-Civil-A.dwg, DATE: Jan 31, 2023 - 10:26:30

Am n l	Date	Description	By	Approved	Date	Description
B	31/01/23	REVISED FOOTPATH LOCATION	TM			
A	18/01/23	ISSUED FOR APPROVAL	TM			

Approved for Construction:

Garth Dean
B.E. GDSTT FIEAust CPEng NER
APEC Engineer IntPE (Aus) RBP
(Vic/NT)

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Designed: TM
Checked: GBL
Scale (A1): AS SHOWN

FOR APPROVAL

COMMERCIAL DEVELOPMENT
38 HILL END ROAD
CAERLEON NSW 2850

CATCHMENT PLAN

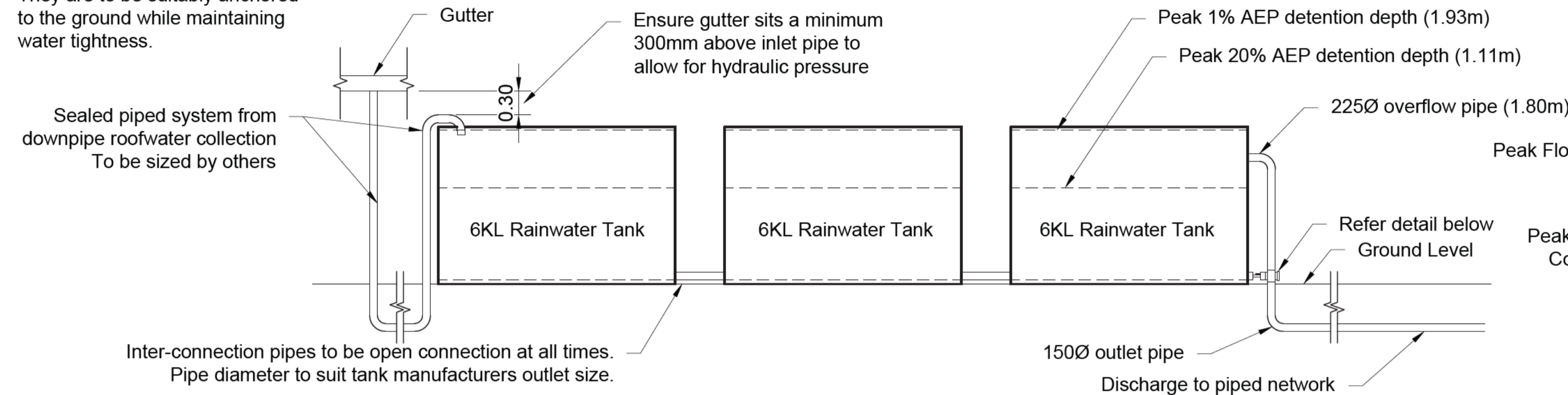
NATURAL BUILD PTY LTD

CALARE CIVIL
CONSULTING ENGINEERS

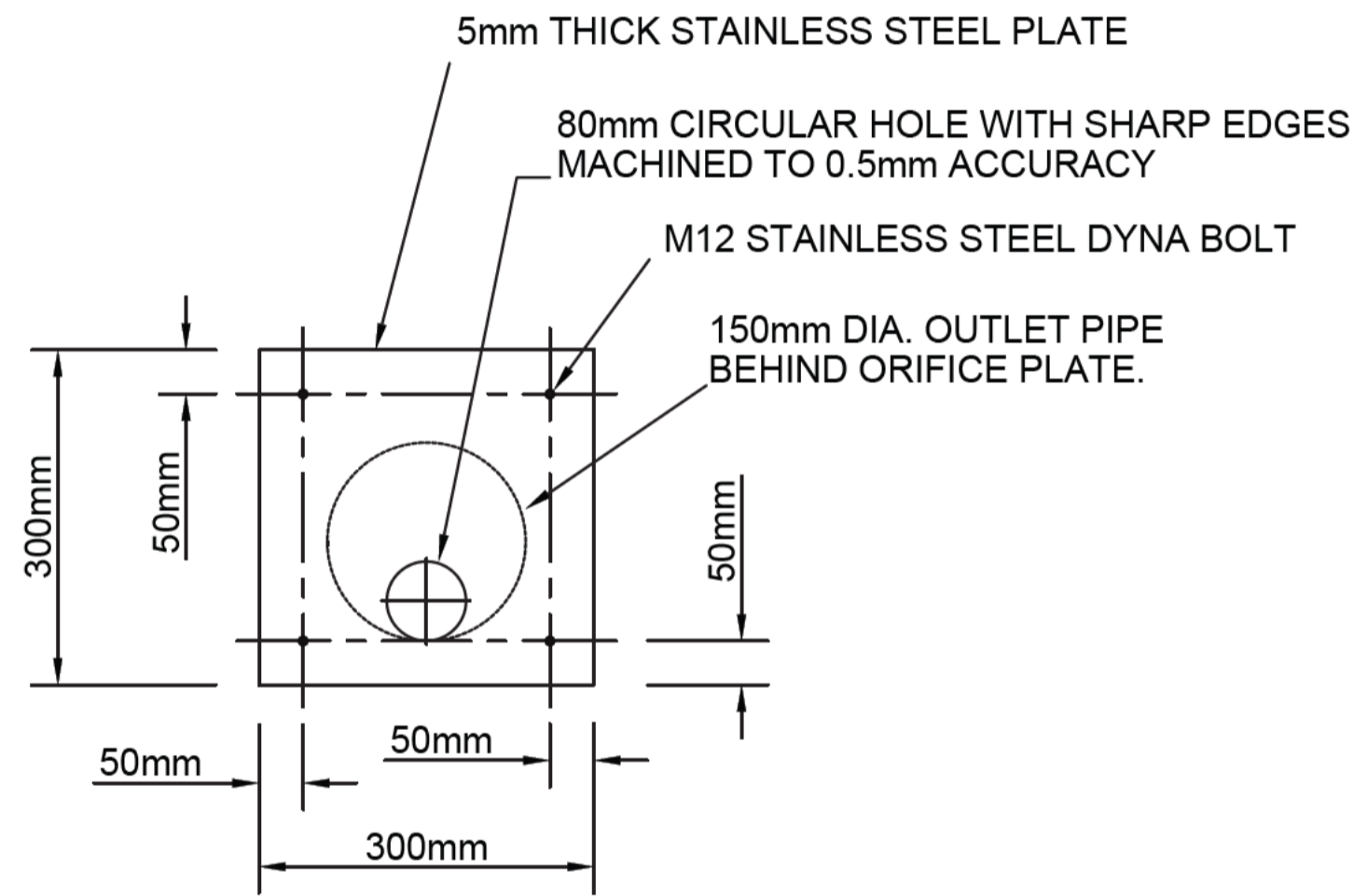
170 RANKIN STREET,
BATHURST, N.S.W. 2795
Tel: (02) 63323343 Fax: (02) 63318210

Job No.
2022.1359
DWG. No. Issue
C06 B
No. in
13

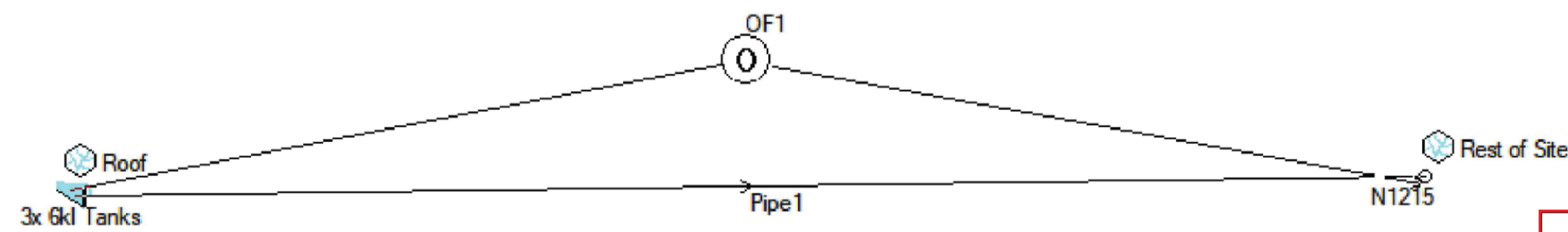
Note
If poly tanks are to be used, they are to be placed on a 100mm thick 32MPa concrete slab with SL72 mesh centrally placed. They are to be suitably anchored to the ground while maintaining water tightness.



Rainwater Tank Detail
Scale 1:50



Outlet Orifice Detail
Scale NTS



Peak Flow of Pre-Developed Site (20% AEP) = 0.067m³/s
Peak Flow of Developed Site Combined total exiting site (20% AEP) = 0.064m³/s

Peak Flow of Pre-Developed Site (1% AEP) = 0.138m³/s
Peak Flow of Developed Site Combined total exiting site (1% AEP) = 0.138m³/s

APPLICATION NO:
DA0206/2023

SIGNED:
SHopkins

DATE: 02/06/2023

APPROVED PLAN

Watercom Drains - 20% AEP results

DRAINS results prepared from Version 2022.08.8269.12475

PIT / NODE DETAILS								
Name	Max HGL	Max Pond HGL	Max Surface Flow Arriving (cu.m/s)	Max Pond Volume (cu.m)	Min Freeboard (m)	Overflow (cu.m/s)	Constraint	
N1215	0.09		0.056					
SUB-CATCHMENT DETAILS								
Name	Max Flow Q (cu.m/s)	EIA Max Q (cu.m/s)	Remaining Max Q (cu.m/s)	EIA Tc (cu.m/s)	RIA Tc (min)	PA Tc (min)	Due to Storm (min)	
Ex-Cat	0.067	0	0.067	5	2		5 20% AEP, 10 min burst	
Roof	0.034	0.034	0	5	2		5 20% AEP, 5 min burst	
Rest of Site	0.05	0.049	0.002	5	2		5 20% AEP, 5 min burst	
PIPE DETAILS								
Name	Max Q (cu.m/s)	Max V (m/s)	Max U/S HGL (m)	Max D/S HGL (m)	Due to Storm			
Pipe1	0.014	1.05	0.4	0.092	20% AEP, 15 min burst, Storm 7			
CHANNEL DETAILS								
Name	Max Q (cu.m/s)	Max V (m/s)	Due to Storm					
OVERFLOW ROUTE DETAILS								
Name	Max Q U/S	Max Q D/S	Safe Q	Max D	Max DxV	Max Width	Max V	Due to Storm
OF1								
DETENTION BASIN DETAILS								
Name	Max WL	MaxVol	Max Q Total	Max Q Low Level	Max Q High Level			
3x 6kl Tanks	1.11	10.2	0.014	0.014	0			

Run Log for 2022.1359 run at 13:21:35 on 18/1/2023 using version 2022.08.8269.12475

Watercom Drains - 1% AEP results

DRAINS results prepared from Version 2022.08.8269.12475

PIT / NODE DETAILS								
Name	Max HGL	Max Pond HGL	Max Surface Flow Arriving (cu.m/s)	Max Pond Volume (cu.m)	Min Freeboard (m)	Overflow (cu.m/s)	Constraint	
N1215	0.11		0.107					
SUB-CATCHMENT DETAILS								
Name	Max Flow Q (cu.m/s)	EIA Max Q (cu.m/s)	Remaining Max Q (cu.m/s)	EIA Tc (cu.m/s)	RIA Tc (min)	PA Tc (min)	Due to Storm (min)	
Ex-Cat	0.138	0	0.138	5	2		5 1% AEP, 10 min burst	
Roof	0.061	0.061	0	5	2		5 1% AEP, 5 min burst	
Rest of Site	0.096	0.086	0.01	5	2		5 1% AEP, 5 min burst	
PIPE DETAILS								
Name	Max Q (cu.m/s)	Max V (m/s)	Max U/S HGL (m)	Max D/S HGL (m)	Due to Storm			
Pipe1	0.018	1.13	0.663	0.114	1% AEP, 15 min burst, Storm 4			
CHANNEL DETAILS								
Name	Max Q (cu.m/s)	Max V (m/s)	Due to Storm					
OVERFLOW ROUTE DETAILS								
Name	Max Q U/S	Max Q D/S	Safe Q	Max D	Max DxV	Max Width	Max V	Due to Storm
OF1	0.024	0.023						1% AEP, 15 min burst
DETENTION BASIN DETAILS								
Name	Max WL	MaxVol	Max Q Total	Max Q Low Level	Max Q High Level			
3x 6kl Tanks	1.93	17.7	0.042	0.018	0.024			

Run Log for 2022.1359 run at 13:24:56 on 18/1/2023 using version 2022.08.8269.12475

PLOT INFO: ...2022.1359-Civil-A.dwg, DATE: Jan 31, 2023 - 10:26:30

Rev	Description	By	Appr	Date
B	31/01/23 REVISED FOOTPATH LOCATION	TM		
A	18/01/23 ISSUED FOR APPROVAL	TM		

Approved for Construction:
Garth Dean
B.E. GDSTT FIEAust CPEng NER
APEC Engineer INPE (Aus) RBP
(Vic/NT)

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Designed: TM
Checked: GBL
Scale (A1): AS SHOWN
Date: 18/01/23

COMMERCIAL DEVELOPMENT
38 HILL END ROAD
CAERLEON NSW 2850

DETENTION PLAN

NATURAL BUILD PTY LTD

CALARE CIVIL
CONSULTING ENGINEERS

170 RANKIN STREET,
BATHURST, N.S.W. 2795
Tel: (02) 63323343 Fax: (02) 63318210

Job No.
2022.1359

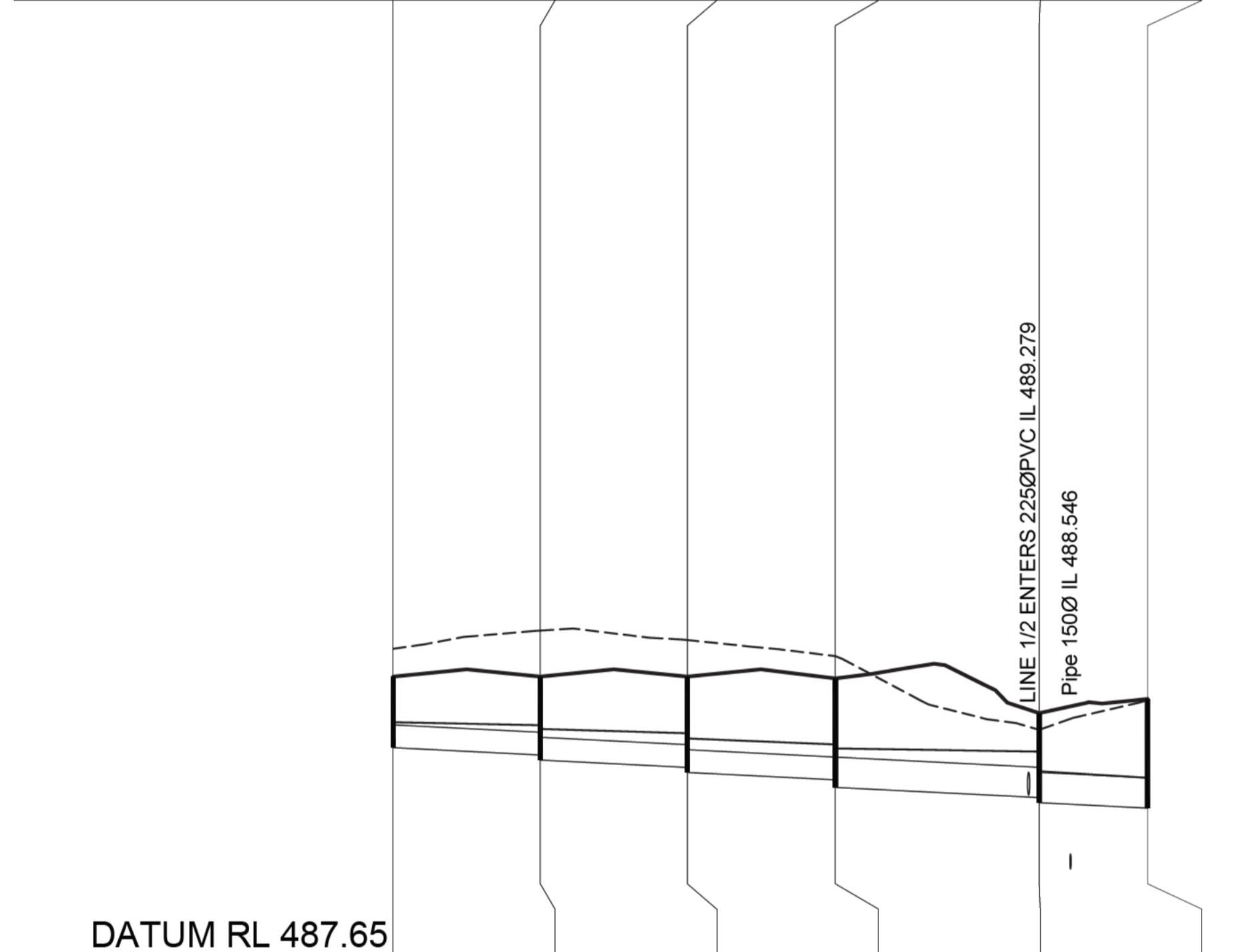
DWG. No. Issue
C07 B

No. in
13

FOR APPROVAL

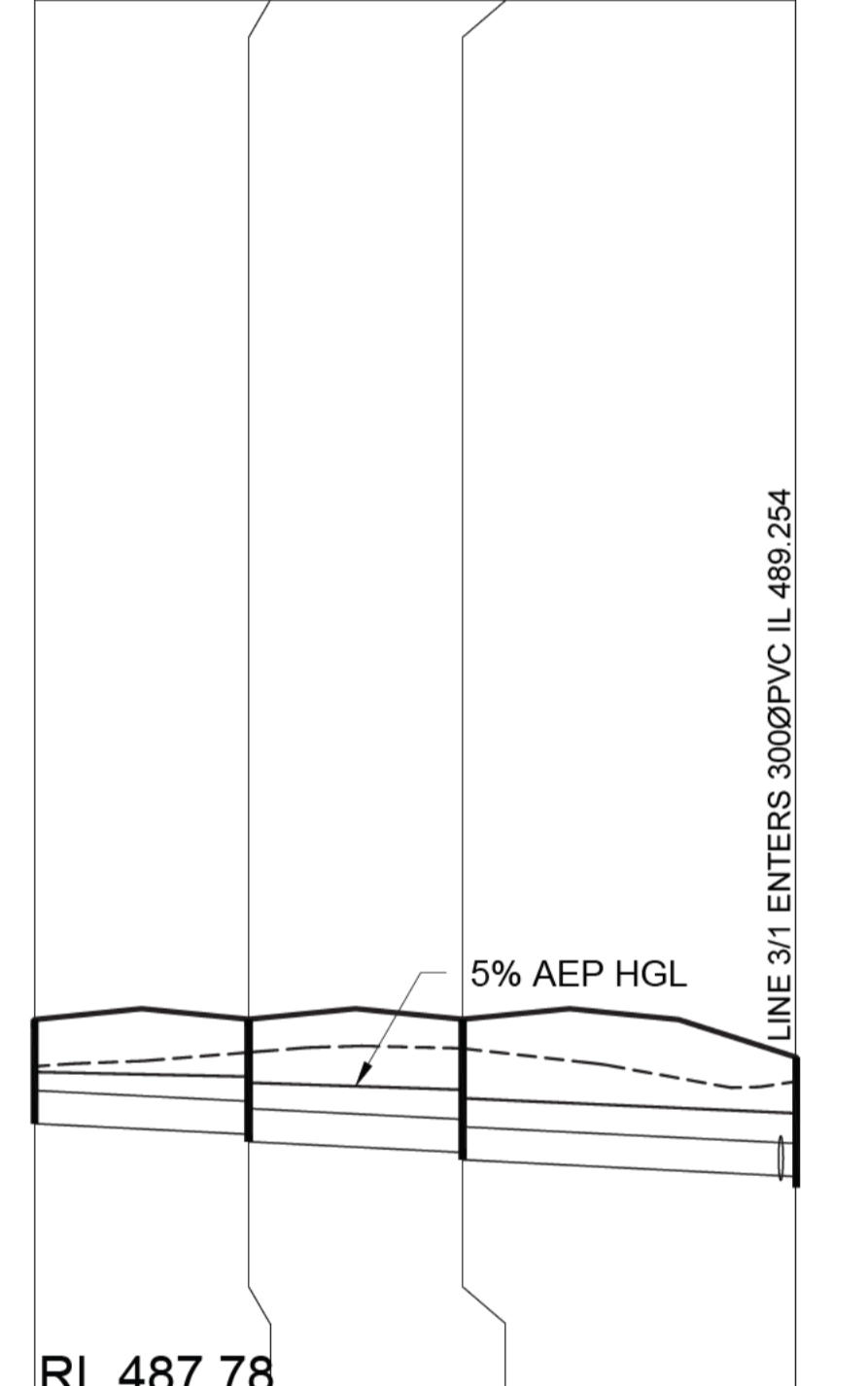
	6/1	5/1	4/1	3/1	2/1	1/1
PIT TYPE	FI	FI	FI	FI	FI	Ex Pit
GRATE/LID	600x600	600x600	600x600	600x600	600x600	
PIT SIZE	600 x 600	600 x 600	600 x 600	600 x 600	600 x 600	
FLOW (LIT/SEC)	27.670	33.920	40.079	52.520	105.851	
VELOCITY (m/s)	1.205	1.264	1.299	1.419	1.497	
HGL LEVEL (m)	490.193	489.971 489.934	489.891 489.839	489.780 489.742	489.709 489.515	489.450

	3/2	2/2	1/2	2/1
PIT TYPE	FI	FI	FI	FI
GRATE/LID	600x600	600x600	600x600	600x600
PIT SIZE	600 x 600	600 x 600	600 x 600	600 x 600
FLOW (LIT/SEC)	29.207	35.830	42.356	
VELOCITY (m/s)	1.223	1.275	1.312	
HGL LEVEL (m)	490.196	489.958 489.916	489.869 489.811	489.709



	DATUM RL 487.65				
DIAMETER (mm)	225Ø PVC	225Ø PVC	225Ø PVC	300Ø PVC	300Ø PVC
CLASS					
SLOPE/GRADE	0.50% 1:200.00	0.50% 1:200.00	0.50% 1:200.00	0.50% 1:199.92	0.50% 1:198.63
DEPTH (m)	0.703	0.776 0.826	0.899 0.949	1.004 1.079	0.887 0.887
INVERT LEVEL (m)	489.749	489.676 489.626	489.553 489.503	489.430 489.355	489.254 489.204
TOP OF PIT LEVEL	490.452	490.452	490.452	490.434	490.091
FINAL SURFACE LEVEL	490.452	490.452	490.452	490.434	490.091
CHAINAGE	0.000	14.560	14.560	14.650	20.192

1
SCALES: HORIZONTAL 1:500 VERTICAL 1:50



	RL 487.78		
DIAMETER (mm)	225Ø PVC	225Ø PVC	225Ø PVC
CLASS			
SLOPE/GRADE	0.50% 1:200.00	0.50% 1:200.00	0.50% 1:200.00
DEPTH (m)	0.708	0.782 0.832	0.905 0.956
INVERT LEVEL (m)	489.639	489.566 489.516	489.443 489.393
TOP OF PIT LEVEL	490.347	490.348	490.348
FINAL SURFACE LEVEL	490.347	490.348	490.348
CHAINAGE	0.000	14.560	14.560

2
SCALES: HORIZONTAL 1:500 VERTICAL 1:50

APPLICATION NO:
DA0206/2023

SIGNED:
SHopkins

DATE: 02/06/2023

APPROVED
PLAN

PLOT INFO: ...2022.1359-Civil-A.dwg, DATE: Jan 31, 2023 - 10:26:32

Approved for Construction:		This drawing and the information shown hereon is the property of Calare Civil Pty Limited and may not be used for any other purpose than that for which this drawing is supplied. Any other use, copying or reproduction of all or any part of this drawing is prohibited without the written consent of Calare Civil Pty Limited.		COMMERCIAL DEVELOPMENT 38 HILL END ROAD CAERLEON NSW 2850		Job No. 2022.1359	
Garth Dean B.E. GDSTT FIEAust CPEng NER APEC Engineer IntPE (Aus) RBP (Vic/NT)		Drawn: TM Designed: TM Checked: GBL Scale (A1): AS SHOWN		FOR APPROVAL		DWG. No. Issue SW01 B	
Date: 18/01/23		Date: 12/02/23				170 RANKIN STREET, BATHURST, N.S.W. 2795 Tel: (02) 63323343 Fax: (02) 63318210	
Am n l		Description		NATURAL BUILD PTY LTD		No. in 13	

Schedule E – Draft Instrument

Schedule F – Draft By-Laws

Schedule G – Disclosure Documents



FOLIO: 26/1277513

SEARCH DATE	TIME	EDITION NO	DATE
19/10/2023	2:21 PM	2	30/6/2023

LAND

LOT 26 IN DEPOSITED PLAN 1277513
AT CAERLEON
LOCAL GOVERNMENT AREA MID-WESTERN REGIONAL
PARISH OF MUNNA COUNTY OF WELLINGTON
TITLE DIAGRAM DP1277513

FIRST SCHEDULE

[REDACTED]

AS JOINT TENANTS

(T AT229520)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1277513 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1277513 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S. 88B INSTRUMENT
- 4 DP1277513 POSITIVE COVENANT

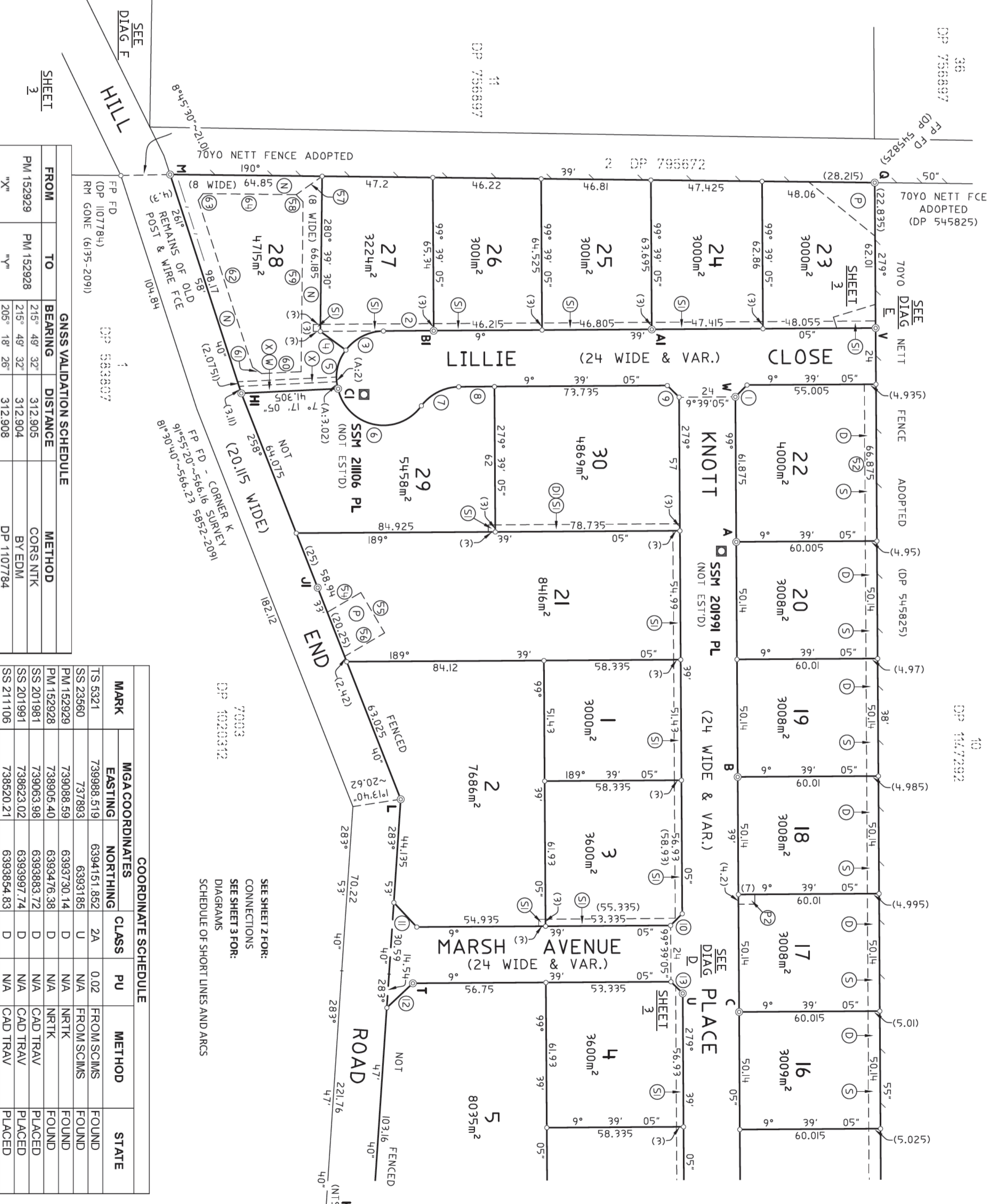
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



GNR	BEARING	DISTANCE	REFERENCE MARKS	DESCRIPTION	ORIGIN
A	11° 33'	5.425	SSM 201991	DH&W	PLACED
B	10° 43' 30"	19.16	DH&W	DH&W	PLACED
C	9° 59'	5.405	DH&W	DH&W	PLACED
D	5° 34' 30"	4.705	DH&W	DH&W	PLACED
E	10° 11'	4.705	DH&W	DH&W	PLACED
F	11° 22'	19.095	DH&W	DH&W	PLACED
G	356° 59'	5.465	DH&W	DH&W	PLACED
H	6° 03'	19.19	DH&W	DH&W	PLACED
I	34° 36'	5.92	DH&W	DH&W	PLACED
J	17° 43'	19.27	DH&W	DH&W	PLACED
K	90° 28'	5.055	SSM 201981	DH&W	PLACED
L	204° 06'	1.81	GIP FD	GIP FD	PLACED
M	277° 59' 30"	1.05	GIP	GIP	PLACED
N	34° 39' 30"	10.886	GIP FD	GIP FD	PLACED
O	193° 54' 20"	1.005	GIP FD	GIP FD	PLACED
P	271° 01'	16.26	GIP	GIP	PLACED
Q	237° 08'	8.3	GIP	GIP	PLACED
R	142° 52'	10.85	TREE FD	TREE FD	PLACED
S	281° 45'	4.18	STAR PICKET	STAR PICKET	PLACED
T	56° 27'	0.975	STAR PICKET	STAR PICKET	PLACED
U	330° 11'	0.81	STAR PICKET	STAR PICKET	PLACED
V	53° 54'	5.765	DH&W	DH&W	PLACED
W	89° 31'	20.815	DH&W	DH&W	PLACED
X	91° 49'	24.075	DH&W	DH&W	PLACED
Y	329° 29'	7.985	DH&W	DH&W	PLACED
Z	298° 15'	19.965	DH&W	DH&W	PLACED
AA	0° 13'	5.49	DH&W	DH&W	PLACED
AB	3° 57'	19.245	DH&W	DH&W	PLACED
AC	279° 31'	5.225	DH&W	DH&W	PLACED
AD	280° 18'	19	DH&W	DH&W	PLACED
AE	271° 18' 30"	5.34	DH&W	DH&W	PLACED
AF	245° 41'	22.89	DH&W	DH&W	PLACED
AG	127° 36'	12.675	SSM 211106	DH&W	PLACED
AH	124° 45'	0.61	GIP FD	GIP FD	PLACED
AI	29° 29' 10"	4.4	SSM 23560 FD	SSM 23560 FD	PLACED
AJ	295° 45'	3.575	PM 152929	PM 152929	PLACED
AK	325° 52'	1.455	GIP	GIP	PLACED
AL	342° 49'	1	GIP	GIP	PLACED
AM	21° 37' 30"	1.795	GIP	GIP	PLACED
AN	42° 18' 30"	1.935	GIP	GIP	PLACED
AO	349° 20'	1.645	GIP	GIP	PLACED
AP	34° 05'	1.235	GIP	GIP	PLACED



FROM	TO	BEARING	DISTANCE	METHOD
PM 152929	PM 152928	215° 49' 32"	312.905	CORS NTK
		215° 49' 32"	312.904	BY EDM
		205° 18' 26"	312.908	DP 1107784

MARK	MGACOORDINATES			CLASS	PU	METHOD	STATE
	EASTING	NORTHING	CLASS				
TS 5321	739988.519	6394151.852	2A	0.02	FROM SCIMS	FOUND	
SS 23560	737893	6393185	U	N/A	FROM SCIMS	FOUND	
PM 152929	739088.59	6393730.14	D	N/A	NRTK	FOUND	
PM 152928	738905.40	6393476.38	D	N/A	NRTK	FOUND	
SS 201981	739063.98	6393883.72	D	N/A	CAD TRAV	PLACED	
SS 201991	738623.02	6393997.74	D	N/A	CAD TRAV	PLACED	
SS 211106	738520.21	6393854.83	D	N/A	CAD TRAV	PLACED	

NOTES
 ALL ORIGINAL MARKS ARE GONE UNLESS STATED OTHERWISE.
 DISTANCES GREATER THAN 100m SHOWN ON THIS PLAN HAVE BEEN DERIVED BY CORS NRTK METHODS.

- (N) RESTRICTION ON THE USE OF LAND
- (D) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (S) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (P) EASEMENT FOR OVERHEAD POWERLINES VARIABLE WIDTH
- (P2) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- (SI) EASEMENT TO DRAIN SEWAGE 3 WIDE
- (D1) EASEMENT TO DRAIN WATER 3 WIDE
- (W) EASEMENT FOR WATER SUPPLY 3 WIDE AND VARIABLE WIDTH
- (X) RIGHT OF ACCESS 5 WIDE

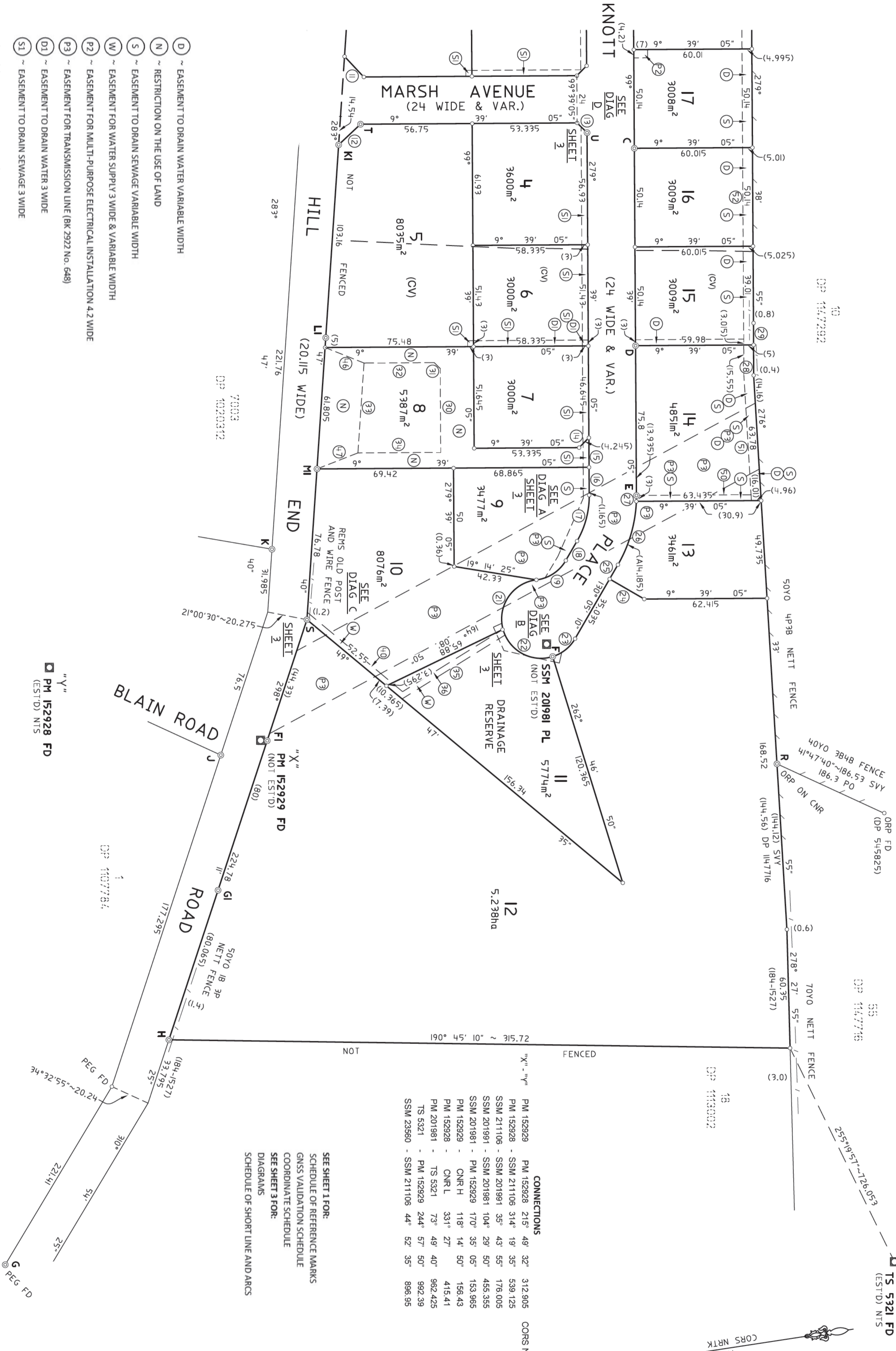
Surveyor: CHARLES ROBERT HIGGS
 Date of Survey: 07/02/2022
 Surveyor's Ref: 122021.OH.DP (REPORT)

LGA: MID-WESTERN REGIONAL
 Locality: CAERLEON
 Subdivision No: SC40/2023
 Lengths are in metres. Reduction Ratio 1:250

Registered
 25/05/2023

DP 1277513

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140



CONNECTIONS

PM 152929	PM 152928	215°	49'	32"	312.905	CORS NRTK
PM 152928	- SSM 211106	314°	19'	35"	539.125	
SSM 211106	- SSM 201991	35°	43'	55"	176.005	
SSM 201991	- SSM 201981	104°	29'	50"	455.555	
SSM 201981	- PM 152929	170°	35'	05"	153.965	
PM 152929	- CNR H	118°	14'	50"	156.43	
PM 152928	- CNR L	331°	27'	27"	415.41	
PM 201981	- TS 5321	73°	29'	40"	962.425	
TS 5321	- PM 152929	244°	57'	50"	992.39	
SSM 23560	- SSM 211106	44°	52'	35"	896.95	

SEE SHEET 1 FOR:
 SCHEDULE OF REFERENCE MARKS
 GNSS VALIDATION SCHEDULE
 COORDINATE SCHEDULE
 SEE SHEET 3 FOR:
 DIAGRAMS
 SCHEDULE OF SHORT LINE AND ARCS

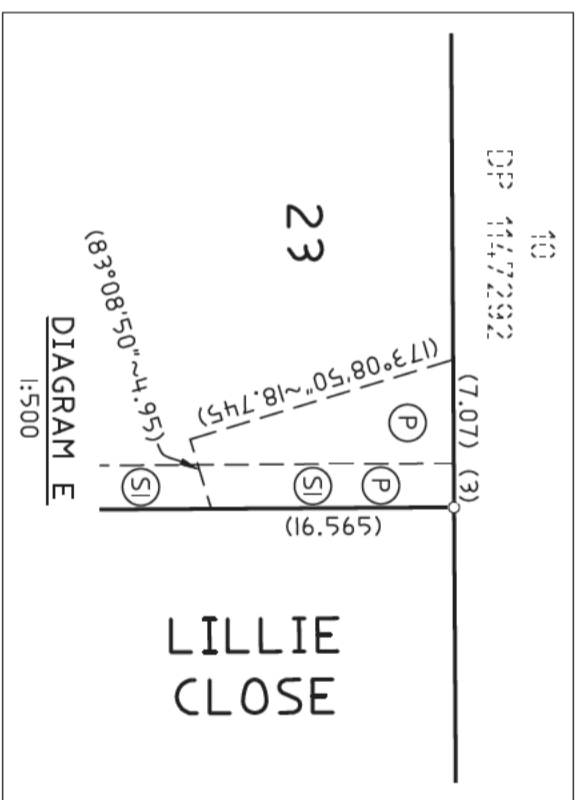
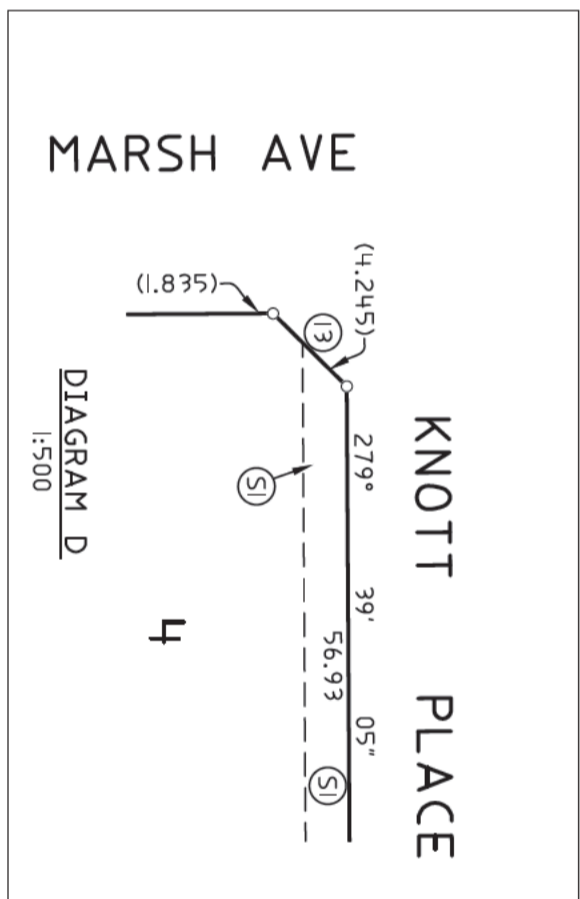
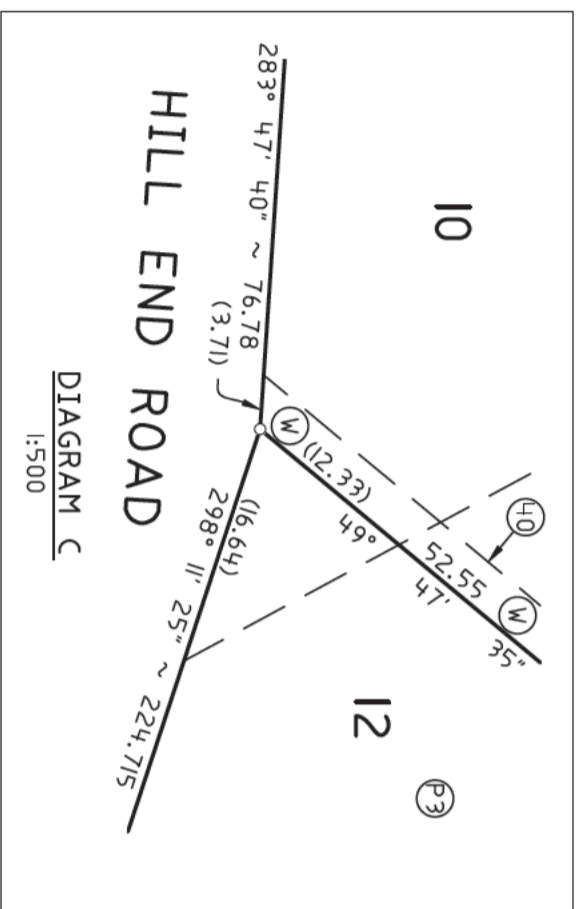
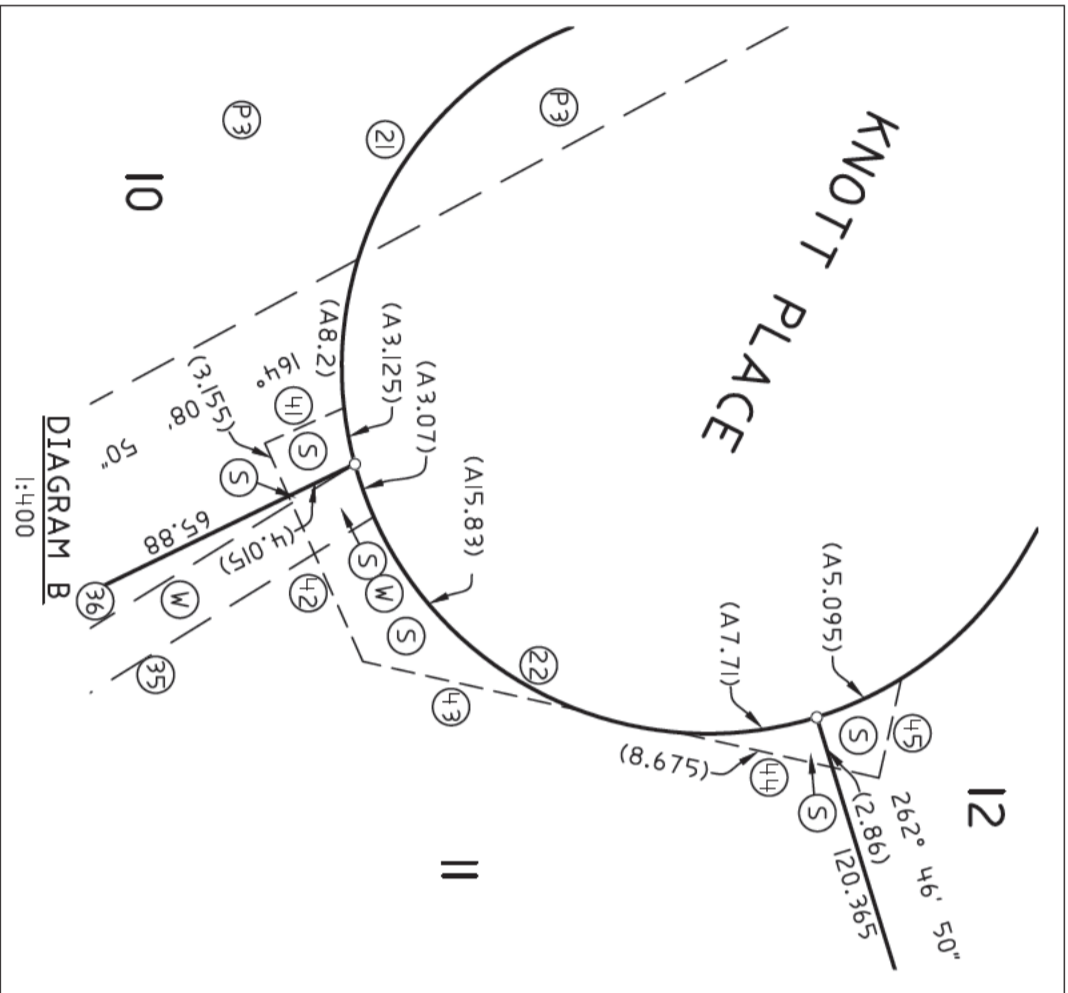
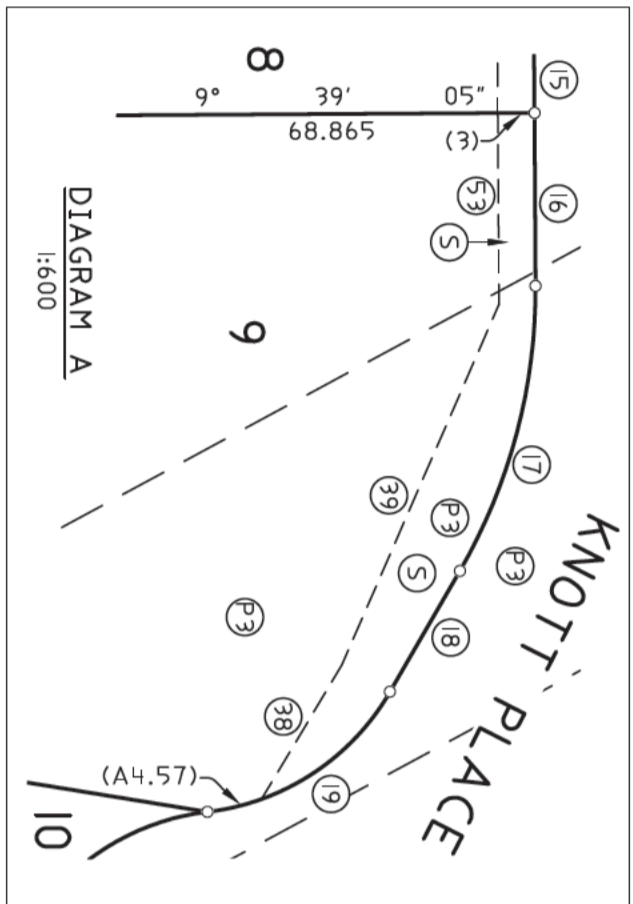
- (D) ~ EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (N) ~ RESTRICTION ON THE USE OF LAND
- (S) ~ EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (W) ~ EASEMENT FOR WATER SUPPLY 3 WIDE & VARIABLE WIDTH
- (P2) ~ EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- (P3) ~ EASEMENT FOR TRANSMISSION LINE (BK 2922 No. 648)
- (D1) ~ EASEMENT TO DRAIN WATER 3 WIDE
- (S1) ~ EASEMENT TO DRAIN SEWAGE 3 WIDE
- (CV) COVENANT (BK 2922 NO 648)

Surveyor: CHARLES ROBERT HIGGS Date of Survey: 07/02/2022 Surveyor's Ref: 12201.OH.DP (REPORT)	PLAN OF SUBDIVISION OF LOTS 16 AND 17 IN DP756897	LGA: MID-WESTERN REGIONAL Locality: CAERLEON Subdivision No: SC40/2023 Lengths are in metres. Reduction Ratio 1:250	Registered 25/05/2023	DP 1277513
--	--	--	--------------------------	------------

NO	BEARING	DISTANCE	ARC	RADIUS
1	324° 39' 05"	7.07		
2	9° 39' 05"	21.475		
3	162° 58' 40"	17.965	18.62	20
4	46° 18' 10"	13.505		
5	111° 27' 30"	16.805	17.345	20
6	21° 34' 05"	36.265	45.41	20
7	163° 05' 10"	17.89	18.495	20.755
8	9° 39' 05"	15.225		
9	54° 39' 05"	7.07		
10	144° 39' 05"	7.07		
11	236° 49' 15"	14.375		
12	326° 46' 15"	15.385		
13	234° 39' 05"	7.07		
14	144° 39' 05"	7.07		
15	279° 39' 05"	15		
16	279° 39' 05"	14.16		
17	114° 52' 05"	24.15	24.435	46
18	310° 05' 10"	11.425		
19	156° 39'	17.89	18.545	20
20	133° 56' 55"	30.31	34.395	20
21	38° 43' 55"	28.75	32.08	20
22	331° 26'	14.56	14.905	20
23	220° 05' 10"	20.315		
24	130° 05' 10"	8.39		
25	116° 13' 40"	33.535	33.86	70
26	101° 00' 35"	3.32	3.32	70
27	101° 00' 35"	3.32		
28	99° 50' 55"	15.43		
29	99° 50' 55"	11.13		
30	99° 39' 05"	42.64		
31	54° 39' 05"	4.245		
32	9° 39' 05"	35.69		
33	283° 53' 30"	45.77		
34	189° 39' 05"	42.075		
35	158° 11' 25"	61.61		
36	158° 11' 25"	60.09		
37	130° 54' 50"	12.79		
38	123° 33' 10"	32.195		
39	229° 47' 35"	62.93		
40	165° 48' 30"	4.735		
41	75° 48' 30"	13.05		
42	22° 42' 05"	12.13		
43	22° 42' 05"	11.295		
44	292° 42' 05"	5.55		
45	31° 42' 50"	21.3		
46	348° 41' 10"	22.36		
47	9° 39' 40"	58.24		
48	276° 34' 05"	60.67		
49	279° 39' 55"	383.255		
50	99° 39' 05"	15.66		
51	339° 34'	16.605		
52	159° 34'	19.77		
53	154° 38'	13.6		
54	55° 39' 40"	4.245		
55	100° 39' 30"	72.48		
56	187° 17' 05"	16.82		
57	224° 28'	4.77		
58	261° 58' 40"	74.915		
59	316° 19' 20"	3.5		
60	10° 39' 50"	39.7		

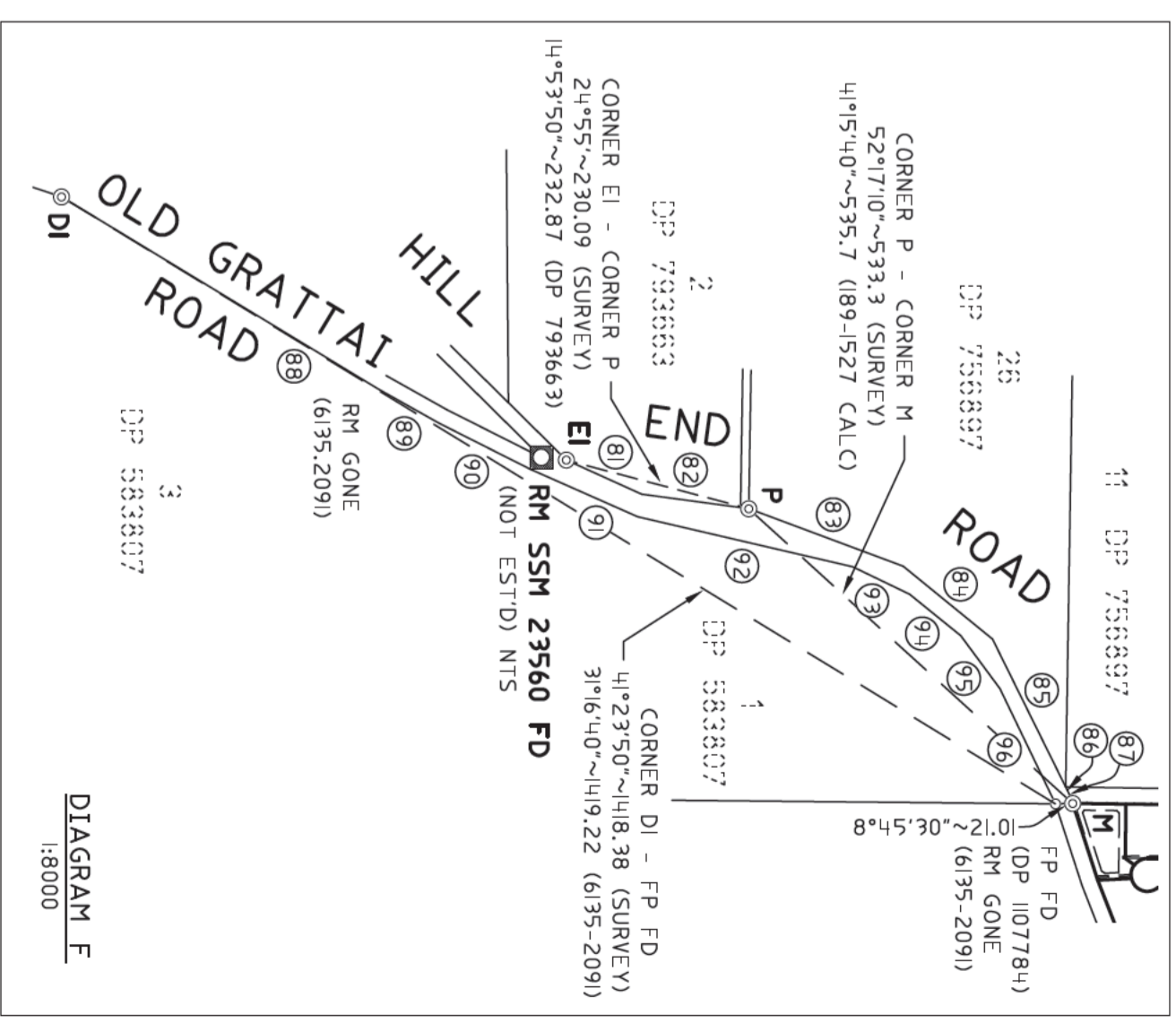
SEE SHEET 1 FOR:
SCHEDULE OF REFERENCE MARKS
GNSS VALIDATION SCHEDULE
COORDINATE SCHEDULE

SEE SHEET 2 FOR:
CONNECTIONS



NO	BEARING	DISTANCE
81	34° 24' 10"	100.8
82	17° 40' 10"	131.72
83	30° 25' 40"	200.65
84	49° 10' 40"	140.45
85	73° 40' 40"	200.65
86	73° 40' 40"	13.635
87	81° 58' 40"	8.41
88	41° 14' 10"	451.44
89	39° 20' 10"	85.51
90	36° 42' 10"	123.87
91	33° 53' 10"	142.91
92	23° 05' 10"	268.78
93	35° 44' 10"	76.82
94	48° 59' 10"	80.3
95	63° 28' 10"	80.2
96	74° 14' 10"	155.71

NOTE: LINE NUMBERS 20, 37, 48, 49 & 73-80 HAVE NOT BEEN USED IN THIS PLAN



- (S) ~ EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (W) ~ EASEMENT FOR WATER SUPPLY 3 WIDE & VARIABLE WIDTH
- (P) ~ EASEMENT FOR OVERHEAD POWERLINES VARIABLE WIDTH
- (P3) ~ EASEMENT FOR TRANSMISSION LINE (BK 2922 No. 648)
- (S1) ~ EASEMENT TO DRAIN SEWAGE 3 WIDE



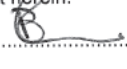
Surveyor: CHARLES ROBERT HIGGS
Date of Survey: 07/02/2022
Surveyor's Ref: 122021.OH.DP (REPORT)

PLAN OF SUBDIVISION OF LOTS 16 AND 17 IN
DPT56897

LGA: MID-WESTERN REGIONAL
Locality: CAERLEON
Subdivision No: SC40/2023
Lengths are in metres. Reduction Ratio 1:250

Registered
25/05/2023

DP 1277513

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<p>Registered:  25/05/2023</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p style="text-align: center;">DP1277513</p>	
<p>PLAN OF SUBDIVISION OF LOTS 16 AND 17 IN DP 756897</p>	<p>LGA: MID-WESTERN REGIONAL Locality: CAERLEON Parish: MUNNA County: WELLINGTON</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, CHARLES ROBERT HIGGS of PREMISE PTY LTD, PO BOX 1842 DUBBO 2830 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 7 February 2022, or</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, Click or tap to enter a date. 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" Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 07/02/2021</p> <p>Surveyor Identification No: 1304 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> [Electronic signature of me Charles Robert Higgs, affixed by me on 07/02/2021]</p> <p>*Strike out inappropriate words. **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: Date: File Number: Office:</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>BRAD CAM</u> *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:  Accreditation number: Consent Authority: <u>MID WESTERN REGIONAL COUNCIL</u> Date of endorsement: <u>13 March 2023</u> Subdivision Certificate number: <u>SC040/2023</u> File number: <u>DA0034/2017</u></p> <p>*Strike through if inapplicable.</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 LOT 11 TO THE PUBLIC AS DRAINAGE RESERVE.</p> <p>IT IS INTENDED TO DEDICATE MARSH AVE (24 WIDE & VAR.), KNOTT PLACE (24 WIDE & VAR. - SUBJECT TO EASEMENT FOR TRANSMISSION LINE & COVENANT (BK 2922 No. 648)) AND LILLIE CLOSE (24 WIDE & VAR.) TO THE PUBLIC AS PUBLIC ROADS.</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>184-1527 189-1527 4245-3090 4246-3090 4317-3090 5852-2091 6135-2091 27588-1603 DP44920 DP545825 DP793663 DP1107784 DP1147716</p> <p>CONSENT OF ADJOINING OWNERS 10/1147292 FURNISHED.</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	
<p>Surveyor's Reference 122021.01H.DP (REPORT)</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)



25/05/2023

Office Use Only

Office Use Only

Registered:

DP1277513

**PLAN OF SUBDIVISION OF LOTS 16 AND 17 IN
 DP 756897**

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

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

Subdivision Certificate number: SC040/2023

Date of Endorsement: 13 March 2023

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

1. EASEMENT FOR OVERHEAD POWERLINES VARIABLE WIDTH (P)
2. EASEMENT TO DRAIN WATER VARIABLE WIDTH (D)
3. EASEMENT TO DRAIN WATER 3 WIDE (D1)
4. EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (S)
5. EASEMENT TO DRAIN SEWAGE 3 WIDE (S1)
6. RESTRICTION ON THE USE OF LAND (N)
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. EASEMENT FOR WATER SUPPLY 3 WIDE & VARIABLE WIDTH (W)
11. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (P2)
12. RIGHT OF ACCESS 5 WIDE (X)
13. POSITIVE COVENANT

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	29	KNOTT	PLACE	CAERLEON
2	1	MARSH	AVENUE	CAERLEON
3	7	MARSH	AVENUE	CAERLEON
	25	KNOTT	PLACE	CARLEON
4	8	MARSH	AVENUE	CAERLEON
	19	KNOTT	PLACE	CAERLEON
5	2	MARSH	AVENUE	CAERLEON
6	15	KNOTT	PLACE	CAERLEON
7	11	KNOTT	PLACE	CAERLEON
8	9	KNOTT	PLACE	CAERLEON
9	5	KNOTT	PLACE	CAERLEON
10	3	KNOTT	PLACE	CAERLEON

If space is insufficient use additional annexure sheet

Surveyor's Reference 122021.01H.DP (REPORT)

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)



Office Use Only

Office Use Only

Registered:

25/05/2023

DP1277513

**PLAN OF SUBDIVISION OF LOTS 16 AND 17 IN
 DP 756897**

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

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

Subdivision Certificate number: SC040/2023

Date of Endorsement: 13 March 2023

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
11	1	KNOTT	PLACE	CAERLEON
12	4	KNOTT	PLACE	CAERLEON
13	6	KNOTT	PLACE	CAERLEON
14	10	KNOTT	PLACE	CAERLEON
15	14	KNOTT	PLACE	CAERLEON
16	18	KNOTT	PLACE	CAERLEON
17	22	KNOTT	PLACE	CAERLEON
18	26	KNOTT	PLACE	CAERLEON
19	30	KNOTT	PLACE	CAERLEON
20	34	KNOTT	PLACE	CAERLEON
21	33	KNOTT	PLACE	CAERLEON
22	38	KNOTT	PLACE	CAERLEON
	20	LILLIE	CLOSE	CAERLEON
23	21	LILLIE	CLOSE	CAERLEON
24	17	LILLIE	CLOSE	CAERLEON
25	13	LILLIE	CLOSE	CAERLEON
26	9	LILLIE	CLOSE	CAERLEON
27	5	LILLIE	CLOSE	CAERLEON
28	1	LILLIE	CLOSE	CAERLEON
29	6	LILLIE	CLOSE	CAERLEON
30	12	LILLIE	CLOSE	CAERLEON
	37	KNOTT	PLACE	CAERLEON

If space is insufficient use additional annexure sheet

Surveyor's Reference 122021.01H.DP (REPORT)

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)



25/05/2023

Office Use Only

Office Use Only

Registered:

DP1277513

PLAN OF SUBDIVISION OF LOTS 16 AND 17 IN
DP 756897

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

Subdivision Certificate number: SC 040/2023

Date of Endorsement: 13 March 2023

- 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.

EXECUTED on behalf of D J Woods & Co Pty Ltd)
ACN 003 120 312 on the 7th day of November 2022)
by the authorized persons whose signatures appear below pursuant)
to Section 127 of the Corporations Act, 2001)

Signature:

*Signature:

Name:

Denis Woods

*Name:

Adam Woods

*Position Held: DIRECTOR

*Position Held: DIRECTOR/SECRETARY

*Position Held: ~~SOLE DIRECTOR/SECRETARY~~

*Strike out inappropriate words.

Consent of National Australia Bank Limited)
is hereunto endorsed)

Mortgagee under Mortgage No. AS383202
Signed at MUDGEE this 17 day of MARCH
2023 for National Australia Bank Limited ABN 12 004 044 937
by PETER WILLIAM COTTEN its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 3 Attorney [Signature]
Witness Signature [Signature]
Witness Name TANIA-LEE RUSTEN
Witness Address 64-66 CHURCH ST MUDGEE NSW

If space is insufficient use additional annexure sheet

Surveyor's Reference 122021.01H,DP (REPORT)

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

(Sheet 1 of 7)

Plan **DP1277513**

Plan of Subdivision of Lots 16 and 17 in
 DP 756897 covered by Subdivision Certificate
 No. SC040/2023

Full name and address of the owner of the land

DJ WOODS & CO PTY LTD
 ACN 003 120 312
 79 Church Street, Mudgee NSW 2850

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 Overhead Powerlines Variable Width (P)	Lot 21 and Lot 23	Essential Energy
2	Easement to Drain Water Variable Width (D)	Lots 14, 15, 16, 17, 18, 19, 20 & 22	Mid-Western Regional Council
3	Easement to Drain Water 3 Wide (D1)	Lot 30 Lot 6	Lot 29 Lot 5
4	Easement to Drain Sewage Variable Width (S)	Lots 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20 & 22	Mid-Western Regional Council
5	Easement to Drain Sewage 3 Wide (S1)	Lots 1, 2, 3, 4, 5, 6, 7, 8, 21, 23, 24, 25, 26, 27, 28, 29 & 30	Mid-Western Regional Council
6	Restriction on the Use of Land (N)	Part Lots 8 and 28	Mid-Western Regional Council
7	Restriction on the Use of Land	Lots 2, 5, 8, 10, 12, 21, 28 and 29	Mid-Western Regional Council
8	Restriction on the Use of Land	Lots 2 to 5 (inclusive)	Each Other Lot
9	Restriction on the Use of Land	Each Lot	Each Other Lot

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

(Sheet 2 of 7)

Plan **DP1277513**

Plan of Subdivision of Lots 16 and 17 in
DP 756897 covered by Subdivision Certificate
No. SC040/2023

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.
10	Easement for Water Supply 3 Wide & Variable Width (W)	Lot 10, Lot 11 and Lot 28	Mid-Western Regional Council
11	Easement for Multi-Purpose Electrical Installation 4.2 Wide (P2)	Lot 17	Essential Energy
12	Right of Access 5 Wide (X)	Lot 28	Mid-Western Regional Council
13	Positive Covenant	Lots 1 to 10 (inclusive) and Lots 13 to 29 (inclusive)	Mid-Western Regional Council

Part 2 (Terms)

1 Terms of the Easement for Overhead Powerlines numbered 1 in the abovementioned plan:

1.1 An easement for overhead powerlines the terms of which are set out in Part A of Memorandum AG 189384

Name of person or authority empowered to release, vary or modify the terms of the Restriction numbered 1 in the plan.

Essential Energy

2 Terms of the Easement to Drain Water numbered 2 and 3 in the abovementioned plan:

2.1 Terms of easement for drainage of water as per Part 7 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

- a. The registered proprietor shall not make or permit or suffer the making of any alterations to the finished surface levels of the overland flow path, swale drain or catch drain constructed within the restricted area without the prior consent in writing of Mid-Western Regional Council.
- b. The registered proprietor shall not make or permit or suffer the placement of any fencing within the restricted area with the exception of open style fencing that does not obstruct surface flows to or within the restricted area and swale drain.



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

(Sheet 3 of 7)

Plan **DP1277513**

Plan of Subdivision of Lots 16 and 17 in
DP 756897 covered by Subdivision Certificate
No. SC040/2023

- c. The registered proprietor shall not make or permit or suffer the placement of any wall, structure, landscaping or vegetation, with the exception of grass or turf, within the restricted area and swale drain.

Name of person or authority empowered to release, vary or modify the terms of the Restriction numbered 2 and 3 in the plan.

Mid-Western Regional Council

3 Terms of the Easement to Drain Sewage numbered 4 and 5 in the abovementioned plan:

- 3.1 Terms of easement for drainage of water as per Part 6 Schedule 4A of the Conveyancing Act 1919 as amended.

Name of person or authority empowered to release, vary or modify the terms of the Easement numbered 4 and 5 in the plan.

Mid-Western Regional Council

4 Terms of the Restriction on the Use of Land numbered 6 in the abovementioned plan:

- 4.1 That no building or structure shall be erected on the burdened lots within the area designated 'N' to ensure an adequate truck turning circle can be achieved to allow trucks to enter and exit the burdened Lot in a forward direction.

Name of person or authority empowered to release, vary or modify the terms of the Restriction numbered 6 in the plan.

Mid-Western Regional Council

5 Terms of the Restriction on the Use of Land numbered 7 in the abovementioned plan:

- 5.1 Lots 2, 5, 8,10, 12, 21, 28 and 29 shall have no direct access to Hill End Road.

Name of person or authority empowered to release, vary or modify the terms of the Restriction numbered 7 in the plan.

Mid-Western Regional Council

6 Terms of the Restriction on the Use of Land numbered 8 in the abovementioned plan:

- 6.1 Not less than 50% of all materials facing the street frontage of any buildings constructed shall be of materials made from brick, hebel, concrete, tilt panel or cladding.

Name of person or authority empowered to release, vary or modify the terms of the Restriction numbered 8 in the plan.

DJ Woods & Co Pty Ltd whilst ever DJ Woods & Co Pty Ltd remains a registered proprietor of a lot in the plan and thereafter the registered proprietors of the immediately adjoining lots.



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

(Sheet 4 of 7)

Plan **DP1277513**

Plan of Subdivision of Lots 16 and 17 in
DP 756897 covered by Subdivision Certificate
No. SC040/2023

7 Terms of the Restriction on the Use of Land numbered 9 in the abovementioned plan:

- 7.1 No fence shall be erected on the boundaries of any of the lots burdened to divide the same from any adjoining land owned by DJ Woods & Co Pty Ltd unless such fence is erected without expense to DJ Woods & Co Pty Ltd.

Name of person or authority empowered to release, vary or modify the terms of the Restriction numbered 9 in the plan.

DJ Woods & Co Pty Ltd whilst ever DJ Woods & Co Pty Ltd remains a registered proprietor of a lot in the plan

8 Terms of the Easement for Water Supply numbered 10 in the abovementioned plan:

- 8.1 Terms of easement for drainage of water as per Part 10 Schedule 4A of the Conveyancing Act 1919 as amended.

Name of person or authority empowered to release, vary or modify the terms of the Easement numbered 10 in the plan.

Mid-Western Regional Council

9 Terms of the Easement for Multi-Purpose Electrical Installation numbered 11 in the abovementioned plan:

- 9.1 An easement for multi-purpose electrical installation the terms of which are set out in Part C of Memorandum AG 189384.

Name of person or authority empowered to release, vary or modify the terms of the Easement numbered 11 in the plan.

Essential Energy

10 Terms of the Right of Access numbered 12 in the abovementioned plan:

- 10.1 Terms of right of access as per Part 11 of Schedule 4A of the Conveyancing Act 1919 as amended.

Name of person or authority empowered to release, vary or modify the terms of the Easement numbered 12 in the plan.

12

Mid-Western Regional Council



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

(Sheet 5 of 7)

Plan **DP1277513**

Plan of Subdivision of Lots 16 and 17 in
DP 756897 covered by Subdivision Certificate
No. SC040/2023

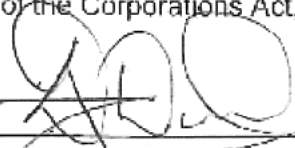
11 Terms of the Positive Covenant numbered 13 in the abovementioned plan:


11.1 The registered proprietors of the lots burdened shall ensure that their respective lots are at all times maintained and managed as an inner protection area (IPA) as outlined within 'Planning for Bush Fire Protection 2019' particularly Section 3 and Appendix 4 and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

Name of person or authority empowered to release, vary or modify the terms of the Positive Covenant numbered 13 in the plan.

Mid-Western Regional Council

EXECUTED on behalf of D J Woods & Co Pty Ltd)
ACN 003 120 312 on the 7 day of November 2022)
by the authorized persons whose signatures appear below pursuant)
to Section 127 of the Corporations Act, 2001)

Signature: 
Name: Dennis Woods

*Signature: 
*Name: Adam Woods

*Position Held: DIRECTOR

*Position Held: DIRECTOR/SECRETARY

*Position Held: ~~SOLE DIRECTOR/SECRETARY~~

*Strike out inappropriate words.



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

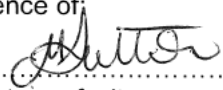
(Sheet 6 of 7)

Plan **DP1277513**

Plan of Subdivision of Lots 16 and 17 in
DP 756897 covered by Subdivision Certificate
No. SC040/2023


EXECUTED BY

Mid-Western Regional Council by its
Authorised Delegate pursuant to S.377 of
the Local Government Act 1993 in the
presence of:


.....
Signature of witness

Mette Sutton
.....

86 Market St Mudgee
.....
Full name and address of witness


.....
Signature of Authorised Delegate

Brad Cam
.....
Name of Authorised Delegate



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

(Sheet 7 of 7)

Plan **DP1277513**

Plan of Subdivision of Lots 16 and 17 in
DP 756897 covered by Subdivision Certificate
No. SC040/2023

EXECUTED BY ESSENTIAL ENERGY
by its duly appointed attorney under power
of attorney Book 4745 No. 85
in the presence of:

mlul
Signature of witness

[Signature]
Signature of attorney

melinda white
Name of witness

*Martin English
Head of legal*
Name and title of attorney

*8 Ballar Street
Port macquarie*
Full business address of witness

Consent of National Australia Bank Limited)
is hereunto endorsed.)

Mortgagee under Mortgage No. *AS383202*
Signed at *MUDCEE* this *17* day of *MARCH*
2023 for National Australia Bank Limited ABN 12 004 044 937
by *PETER WILLIAM COTTEN* its duly
appointed Attorney under Power of Attorney No. *39* Book *4512*
Attorney Signature, Level *3* Attorney *[Signature]*
Witness Signature *[Signature]*
Witness Name *TANIA-LEE RUSTEN*
Witness Address *64-66 CHURCH ST MUDCEE NSW*

Planning Certificate

Under Section 10.7 of the Environmental Planning and Assessment Act 1979

APPLICANT:

Infotrack
GPO Box 4029
SYDNEY NSW 2001

PROPERTY DETAILS

Certificate Number	PC0492/2024		
Applicant Reference	██████████	Receipt No	██████████
Property No	27124	Issue Date	20 November 2023
Property address	9 Lillie Close CAERLEON NSW 2850		
Property description	Lot 26 DP 1277513		

In accordance with Section 10.7(2) of the Environmental Planning and Assessment Act 1979, it is certified that at the date of this certificate the following prescribed matters relate to the land:

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

The following Local Environment Plan applies to the land:

Mid-Western Regional Local Environmental Plan 2012

The following State Environmental Planning Policies apply to the land:

State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy No. 65 - Design Quality of Residential Apartment Development
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts—Regional) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021

The following Development Control Plan applies to the land:

Mid-Western Regional Development Control Plan 2013

The following Proposed Planning Instruments apply to the land:

Council is **not** aware of any proposed environmental planning instruments, or draft development control plans that will apply to the carrying out of development on the land.

2. ZONING AND LAND USE UNDER RELEVANT LEPS

Currently the land is zoned:

E4 General Industrial

Land use zoning table:

Zone E4 General Industrial

2 Permitted without consent

Roads; Water reticulation systems

3 Permitted with consent

Depots; Food and drink premises; Freight transport facilities; Funeral homes; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Liquid fuel depots; Local distribution premises; Neighbourhood shops; Offensive storage establishments; Oyster aquaculture; Plant nurseries; Roadside stalls; Rural supplies; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

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; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Function centres; Health services facilities; Heavy industrial storage establishments; Home businesses; Home occupations; Home occupations (sex services); Home-based child care; Information and education facilities; Jetties; Livestock processing industries; Marinas; Mooring pens; Moorings; Public administration buildings; Recreation facilities (major); Registered clubs; Residential accommodation; Respite day care centres; Tourist and visitor accommodation; Water recreation structures

Minimum lot size:

Dwelling Houses - All Other Zones

Mid-Western Regional Local Environmental Plan 2012 does not specify a minimum lot size for the erection of a dwelling in this zone. Approval must be obtained either through the Development Application or Complying Development Certificate process prior to the erection of a dwelling on this land.

Area of outstanding biodiversity:

The land is **not** in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

Heritage:

Land Not Within Conservation Area

The land the subject of this Certificate is **not** within a Heritage Conservation Area as identified in the Mid-Western Regional LEP 2012.

Not an Item of Environmental Heritage

The land the subject of this certificate is **not** identified in Schedule 5 of the Mid-Western Regional LEP 2012 as an item of Environmental Heritage.

3. CONTRIBUTION PLANS

The following Contributions Plan applies to the land:

Mid-Western Regional Contributions Plan 2019

4. COMPLYING DEVELOPMENT

The following information only addresses whether or not 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) - (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

Housing Code

No, as the land is identified as being within a buffer area, being the **Sewage Treatment Plant Buffer**.

Rural Housing Code

No, as the land is identified as being within a buffer area, being the **Sewage Treatment Plant Buffer**.

Low Rise Housing Diversity Code

No, as the land is identified as being within a buffer area, being the **Sewage Treatment Plant Buffer**.

Inland Code

No, as the land is identified as being within a buffer area, being the **Sewage Treatment Plant Buffer**.

Housing Alterations Code

Yes, under the Housing Alterations Code complying development may be carried out on the land.

General Development Code

Yes, under the General Development Code complying development may be carried out on the land.

Industrial and Business Alterations Code

Yes, under the Commercial and Industrial Alterations Code complying development may be carried out on the land.

Industrial and Business Building Code

No, as the land is identified as being within a buffer area, being the **Sewage Treatment Plant Buffer**.

Container Recycling Facilities Code

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

Subdivisions Code

Yes, under the Subdivisions Code complying development may be carried out on the land.

Demolition Code

Yes, under the Demolition Code complying development may be carried out on the land.

Fire Safety Code

Yes, under the Fire Safety Code complying development may be carried out on the land.

Specific land exemptions may apply, where only part of the lot is affected. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* for details.

5. EXEMPT DEVELOPMENT

The following information only addresses whether or not the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that exempt development is permissible on the land.

General Exempt Development Code

Yes, under the General Exempt Development Code exempt development may be carried out on the land.

Advertising and Signage Exempt Development Code

Yes, under the Advertising and Signage Exempt Development Code exempt development may be carried out on the land.

Temporary Uses and Structures Exempt Development Code

Yes, under the Temporary Uses and Structures Exempt Development Code exempt development may be carried out on the land.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

Council is **not** aware of any affected building notice that is in force in respect of the land.

Council is **not** aware of any building product rectification order that is in force in respect of the land and has not been fully complied with, and

Council is **not** aware of any notice of intention to make a building product rectification order that has been given in respect of the land and is outstanding.

7. LAND RESERVED FOR ACQUISITION

No part of the land has been identified for acquisition by an authority of the State under an environmental planning instrument, or proposed environmental planning instrument.

8. ROAD WIDENING AND ROAD REALIGNMENT

The Land is Not Subject to Road Widening

Council's records indicate that the land the subject of this Certificate is **not** affected by any road widening or road re-alignment under:

- 1) Part 3 Division 2 of the Roads Act, 1993;
- 2) Any Environmental Planning Instrument
- 3) Any resolution of Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS

The subject land is above the Probable Maximum Flood (PMF), as identified in the Mid-Western Regional Council - Mudgee Flood Study February 2021; or the Floodplain Risk Management Study and Floodplain Risk Management Plan for Kandos & Rylstone, and is **not** subject to flood related development controls.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Council has **not** by resolution or been notified by any public authority that they have adopted a policy to restrict development of the subject land because of the likelihood of landslip, bushfire, subsidence, acid sulphate soils or any other risk from hazards.

11. BUSH FIRE PRONE LAND

The subject land is **not** bush fire prone land.

12. LOOSE-FILL ASBESTOS INSULATION

The land does **not** include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, by NSW Fair Trading.

13. MINE SUBSIDENCE

The land is **not** within a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14. PAPER SUBDIVISION INFORMATION

Council has **not** received notice of any development plan adopted by a relevant authority regarding paper subdivisions that apply to the land.

15. PROPERTY VEGETATION PLANS

Council has **not** been notified that the land is the subject of a Property Vegetation Plan (PVP) under Part 4 of the *Native Vegetation Act 2003* (and continues in force).

16. BIODIVERSITY STEWARDSHIP SITES

Council has **not** been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

17. BIODIVERSITY CERTIFIED LAND

Council has **not** been notified that the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Council has **not** received notification of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 - COASTAL PROTECTION SERVICES

Not applicable to Mid-Western Regional Council Local Government Area.

20. WESTERN SYDNEY AEROTROPOLIS

Not applicable to Mid-Western Regional Council Local Government Area.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

Council is **not** aware of any conditions of a development consent granted after 11 October 2007, that applies to the land, that are of a kind set out under *State Environmental Planning Policy (Housing) 2021*, section 88(2).

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

Council is **not** aware of a current site compatibility certificate issued under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*, that applies to development on the land.

Council is **not** aware of any conditions of a development consent granted, under *State Environmental Planning Policy (Affordable Rental Housing) 2009*, or of a kind set out under *State Environmental Planning Policy (Housing) 2021*, that apply to the land.

MATTERS PRESCRIBED BY THE CONTAMINATED LAND MANAGEMENT ACT 1997

Council has **not** received notice under the *Contaminated Land Management Act 1997*:

- (a) that the land is significantly contaminated land within the meaning of that Act
- (b) that the land is subject to a management order within the meaning of that Act
- (c) that the land is the subject of an approved voluntary management proposal within the meaning of that Act
- (d) that the land is subject to an ongoing maintenance order within the meaning of that Act
- (e) that the land is the subject of a site audit statement within the meaning of that Act.

Additional information pursuant to 10.7 (5)

As at the date of this certificate, the following additional information, provided in good faith pursuant to section 10.7 (5) of the Act, relate to the abovementioned land. Council has selected these matters as those most likely to be of concern but they do not comprise an exhaustive list of matters likely to affect the land.

When information pursuant to section 10.7 (5) is requested, the Council is under no obligation to furnish any of the information supplied herein pursuant to that section. Council draws your attention to section 10.7 (6) which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter referred to in this certificate.

A. DEVELOPMENT CONSENTS

Council's records indicate that Development Consent with respect to the land the subject of this certificate has **not** been granted within the last five years

B. ABORIGINAL HERITAGE

All development within the Local Government Area is subject to the Aboriginal Heritage requirements of the National Parks and Wildlife Act 1974. To determine if an Aboriginal Site affects your property, it is recommended that an Aboriginal Heritage Information Management System (AHIMS) search be undertaken by contacting the AHIMS Administrator on (02) 9995 5000.

C. LOOSE-FILL ASBESTOS

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

Contact NSW Fair Trading for further information.

D. BUSHFIRE

In accordance with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 Clause 1.19A any complying development (except under the Housing Alteration Code) may only be carried out on the lot if the development will not be carried out on any part of the lot that in the bush fire attack level-40 (BAL- 40) or flame zone (BAL-FZ). In addition, for development specified for the Rural Housing Code any associated access way to the development must be on land that is not in the BAL- 40 or BAL-FZ.

E. OTHER INFORMATION

Tree Preservation Order

The land the subject of this Certificate may be affected by a Tree Preservation Order. An application is required from Council for removal of trees that are listed on Council's significant tree register.

For further information, please contact Council's Planning Department.

K Crean

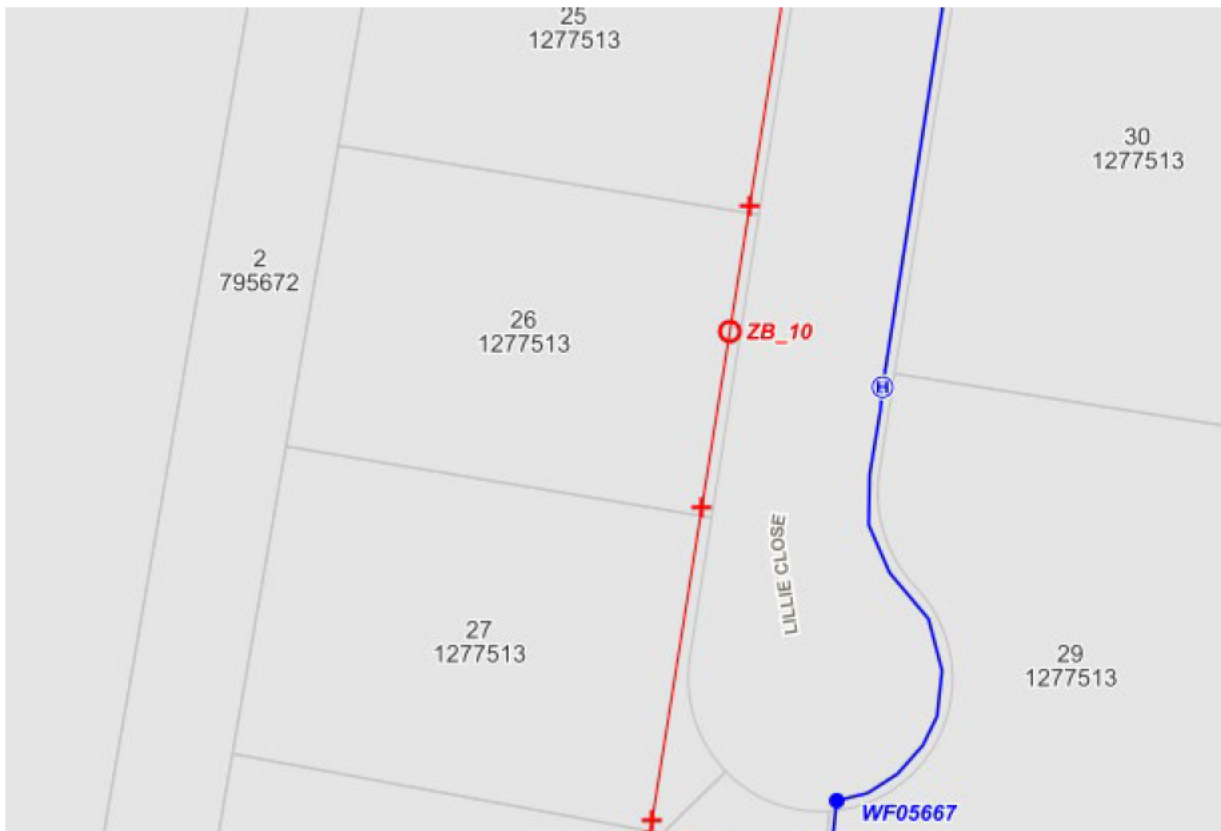
Signatory

DRAINAGE DIAGRAM

OUR REF: [REDACTED]
YOUR REF: [REDACTED]
APPLICANT: Infotrack

DIAGRAM NO: DD0297/2024

PROPERTY: 9 Lillie Close CAERLEON NSW 2850
BEING: Lot 26 DP 1277513



Legend

-  Sewer (exact location)
-  Water
-  Parks & Gardens Irrigation, not accessible (if shown)
-  Sewer (indicative location)

In good faith we have produced this diagram in the ordinary course of administration. Our records indicate the sewer lines to be the located as above in relation to this property. Note the sewer legend explains if this diagram is an indicative or exact location point.

NOT DRAWN TO SCALE

Receipt No. DDCERT1439

K Crean Customer Service Officer

Date: 20/11/2023

Disclaimer: Council accepts no responsibility for any errors or omissions and shall not be liable for any loss or damage associated directly or indirectly through the use of or reliance on, the information contained on the diagram. Persons excavating must exercise care and will be held responsible for any damage to Council's infrastructure. Only licensed plumbers are permitted to carry out any plumbing and drainage work. The diagram must not be taken to infer approval.

Schedule H – Requisitions on Title

STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
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 is the nature of any tenancy or occupancy?
 - (b) If it is 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) What is the current rent payable?
 - (e) Please provide details of outgoing or contributions to outgoing payable and the manner in which they have been calculated (e.g. base year figures).
 - (f) All rent and outgoing or contributions to outgoing should be paid up to or beyond the date of completion.
 - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
 - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
 - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
 - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
 - (k) Are there any sub-leases? If so, copies should be provided.
 - (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994*?
If so:
 - (a) complete copies of the disclosure statements as required by that Act should be provided;
 - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
 - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
 - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
 - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
5. Is any part of 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*)? If so, please provide details.
6. If any tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

7. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations and recorded as the owner of the property on the strata roll, free from all other interests.
8. On or before completion, any mortgage, caveat writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (Act)*.
9. 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.
10. When and where may the title documents be inspected?

- 11.
- (a) In these requisitions, *personal property, secured party, security agreement, security interest and verification certificate* have the same meanings as in the *Personal Property Securities Act 2009 (Cth) (PPS Act)*.
 - (b) Are the inclusions or other items of personal property included in the sale (*inclusions*) subject to a security interest or has the vendor entered into any security agreement in respect of the inclusions and in respect of which the vendor has received, or waived its right to receive, a verification certificate? If so, please provide full details of the property the subject of the security interest, the nature of the security agreement giving rise to the security interest and the full name, address, ACN and/or ABN of the secured party or security agreement counterparty.
 - (c) If a security interest has arisen or been granted over the inclusions, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to the inclusions. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the property must be provided.
13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922, Access to Neighbouring Land Act (2000), Section 88K of the Conveyancing Act 1919, Section 40 of the Land and Environment Court Act 1979* or are there circumstances which would give rise to a notice or application under those Acts in respect of the property. If the answer is yes, please provide full details.
- Rates and taxes**
14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the property must be paid up to the date of completion and receipts produced.
15. 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?
 - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.
- Survey and building**
16. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
17. 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.
18. In respect of the property and the common property:
- (a) Have the provisions of the *Local Government Act 1993, the Environmental Planning and Assessment Act 1979* and their regulations and instruments or former instruments 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 6 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*.
19. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
 - (b) flooding or dampness?
 - (c) functional problems with equipment such as air conditioning, roofs, lifts or inclinators, pool equipment, building management and security systems?
 - (d) asbestos, fibreglass or other material injurious to health having been used in the construction of the property?
- If so, please provide full details.
20. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the property or the common property?
21. Is there a swimming pool in the property to which the *Swimming Pools Act 1992* applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?

- (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

22.

- (a) If there are any party walls, please 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.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991*?
23. Are any rainwater downpipes connected to the sewer?

Affectations, notices and claims

24.

In respect of the property and the common property:

- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
- (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
- (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them such as underground pipes or structures?
- (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any charge or liability including liability for remediation of the property, or proceedings under the *Contaminated Land Management Act 1997* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?
- (e) If the answer to any part of Requisition 24(d) is yes, please:
 - (i) provide full details;
 - (ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - (iii) provide full details regarding the extent of any non-compliance.

Owners corporation management

- 25. Has the initial period expired?
- 26. If the property includes a utility lot, please specify the restrictions.
- 27. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
- 28. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Warranties and service contracts

- 30. Please provide copies of any warranty or maintenance or service contract for the property which is assignable on completion.
- 31. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Requisitions and transfer

- 32. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
- 33. 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.
- 34. 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.

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

Completion

36. Please confirm that on completion you will hand to us:

- (a) a discharge of any mortgage, a withdrawal of any caveat, removal of any priority notice and the appropriate Section 22 Notice;
- (b) the Certificate of Title Folio Identifier;
- (c) Transfer executed by the vendor and Section 22 Notice;
- (d) the vendor's copies of all leases and disclosure statements;
- (e) notices of attornment;
- (f) all keys in the possession of the vendor;
- (g) original of any Building Certificate;
- (h) original of any Survey Report;
- (i) original occupation certificate;
- (j) instruction manuals and warranties for any plant belonging to the vendor;
- (k) any third party guarantees together with appropriate assignments;
- (l) any documents required for the purchaser to have benefit of any bonds;
- (m) tax invoice;
- (n) depreciation schedule;
- (o) any documents required for the purchaser to have good title to any fixtures, fittings or goods;
- (p) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external)

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

38. 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.