

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>McGrath Central Tablelands</b> 79 Church Street, Mudgee, NSW 2850	Phone: 63722584 Ref: Adam Woods
vendor	[REDACTED]	
vendor's solicitor	<b>DLH Solicitors</b> 70 Market Street, Mudgee NSW 2850 PO Box 5, Mudgee NSW 2850	Phone: (02) 6372 1099 Email: admin@dlhmudgee.com.au Ref: JFL:MK:230731
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>15 Knott PI Caerleon, , 2850</b> <b>Registered Plan: Lot 6 Plan DP 1277513</b> <b>Folio Identifier 6/1277513</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant land	
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 type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

**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."

<b>VENDOR</b>	<b>PURCHASER</b>												
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>												
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>												
<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>	<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>
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<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>												

**Choices**

Vendor agrees to accept a *deposit-bond*  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4): \_\_\_\_\_

**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 adjustable

NO  yes

**GST: Taxable supply**

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

Purchaser must make a *GSTRW payment*  
(GST residential withholding payment)

NO  yes (if yes, vendor must provide further details)

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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <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 <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p><b>Other</b></p> <input type="checkbox"/> 60
<p><b>Swimming Pools Act 1992</b></p> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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



## SPECIAL CONDITIONS

1. The purchasers acknowledge that they have inspected the subject property and are purchasing the same in its present situation, conditions and state of repair. The vendors have not and nor has anyone on the vendors' behalf, made any representations in respect of the same and the Purchasers will make no objection requisition or claim for compensation in respect of the property in its present situation, condition and state of repair or in respect of any inability to obtain or supply any Certificates in respect of the same.
2. Should the vendors or purchasers or any of them die or become mentally ill or commit any act constituting evidence or inability to pay debts as they fall due prior to completion hereof, either party, by notice in writing, may rescind this agreement whereupon the provisions of Clause 19 hereof shall apply.
3. If settlement does not take place within the time stipulated for the Completion Date in this agreement on the front page of the contract as a result of the purchasers default then the purchaser shall on completion pay interest on the balance of the purchase monies computed from the date stipulated for settlement to the date of completion such interest to be at the rate of ten per cent (10%) per annum calculated on daily rates and provided that this provision shall be in all respects without prejudice to the vendors rights generally hereunder relating to any default on the part of the purchaser or otherwise.
4. In the event that completion hereof does not take place on or before 4.00 pm on the completion date the parties acknowledge that a notice requiring completion within fourteen (14) days of the service of such notice shall be deemed to be sufficient notice to make time the essence of this Agreement.
5. In the event the vendor validly issues a Notice to Complete, the purchaser shall allow to the vendor the amount of \$250.00 (plus GST) in addition to the balance of the purchase monies payable herein such additional amount being payable to the vendor upon completion.
6. The purchaser warrants that it has not been introduced to the vendor by any agent other than the vendor's agent named on the first page of this contract. The purchaser indemnifies the vendor against any proven claim made by any other agent, person, firm or company for commission as a result of a breach of this warranty. The provisions of this clause do not merge on completion.
7. Each party agrees that if on completion any adjustment made (or allowed to be made) under this contract is overlooked or incorrectly calculated, then either party upon being requested by the other party must immediately make the correct calculation and pay any such amount outstanding. This clause shall not merge on completion.

8. Counterpart Contracts

- (a) This Contract may be executed in any number of counterparts, including counterparts by email transmission, facsimile transmission or photocopy, each of which when so executed will be deemed to be an original and such counterparts taken together will constitute one and the same instrument and the parties agree to accept such instrument as the original and binding Contract.
- (b) The parties hereby reaffirm having given their prior consents as requires by the *Electronic Transactions Act 2000 (NSW)* to receiving electronic communications by way of facsimile or email



FOLIO: 6/1277513

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SEARCH DATE	TIME	EDITION NO	DATE
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25/7/2023	3:17 PM	1	25/5/2023

LAND

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LOT 6 IN DEPOSITED PLAN 1277513  
AT CAERLEON  
LOCAL GOVERNMENT AREA MID-WESTERN REGIONAL  
PARISH OF MUNNA COUNTY OF WELLINGTON  
TITLE DIAGRAM DP1277513

FIRST SCHEDULE

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SECOND SCHEDULE (7 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AS383202 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 3 BK 2922 NO 648 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE  
TITLE DIAGRAM.
- 4 DP1277513 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1277513 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1277513 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (9) IN THE S. 88B INSTRUMENT
- 7 DP1277513 POSITIVE COVENANT

NOTATIONS

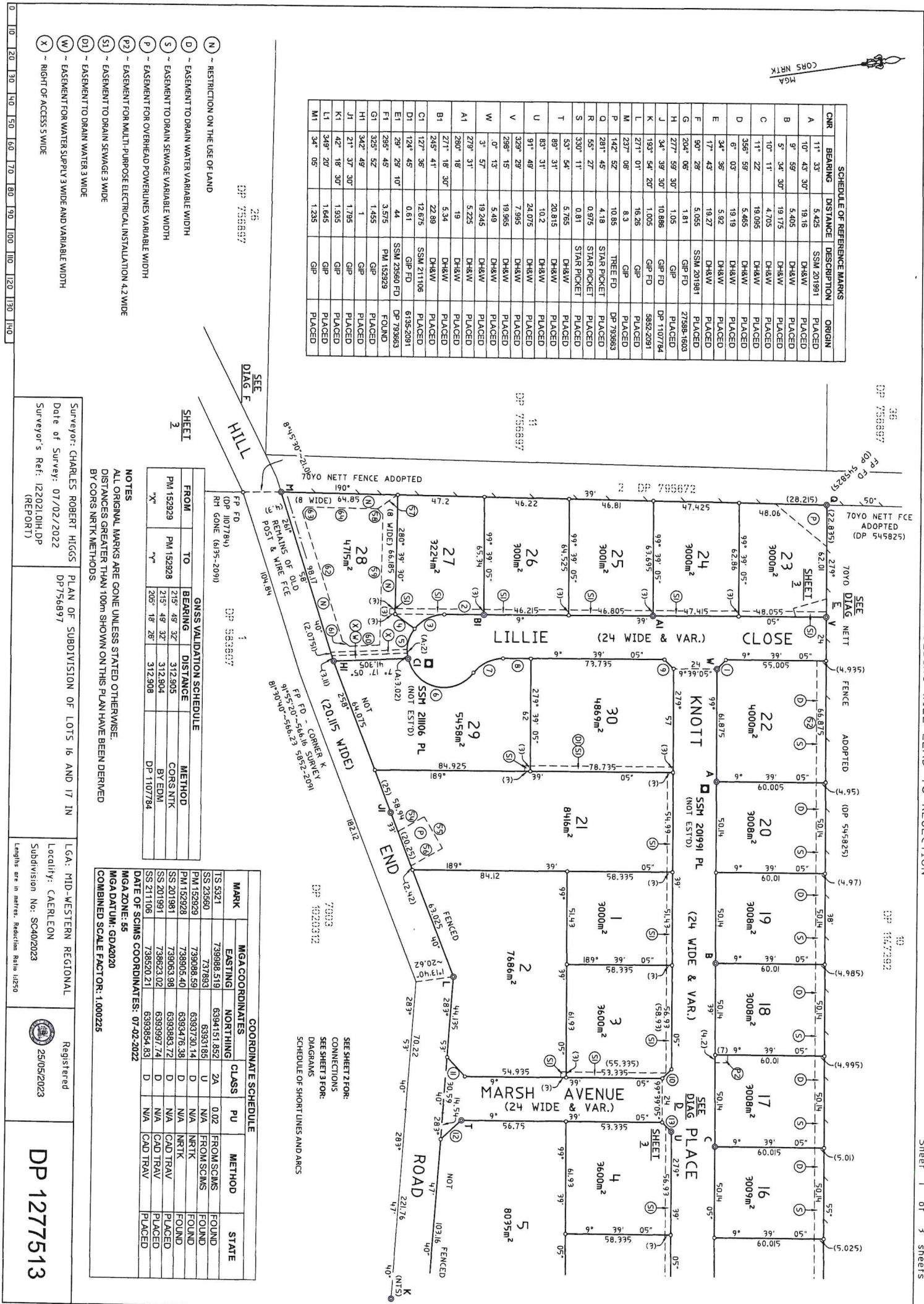
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UNREGISTERED DEALINGS: NIL

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



CNR	BEARING	DISTANCE	DESCRIPTION	ORIGIN
A	11° 33'	5.425	SSM 201991	PLACED
B	10° 43' 30"	19.16	DH&W	PLACED
C	9° 59'	5.405	DH&W	PLACED
D	5° 34' 30"	19.175	DH&W	PLACED
E	10° 11'	4.705	DH&W	PLACED
F	11° 22'	19.095	DH&W	PLACED
G	356° 59'	5.465	DH&W	PLACED
H	6° 03'	19.19	DH&W	PLACED
I	34° 36'	5.92	DH&W	PLACED
J	17° 43'	19.27	DH&W	PLACED
K	90° 28'	5.055	SSM 201991	PLACED
L	204° 06'	1.81	GP FD	PLACED
M	277° 59' 30"	10.866	GP FD	PLACED
N	34° 39' 30"	10.866	GP FD	PLACED
O	193° 54' 20"	1.005	GP FD	PLACED
P	271° 01'	16.26	GP	PLACED
Q	237° 08'	8.3	GP	PLACED
R	142° 45'	10.85	TREE FD	PLACED
S	281° 45'	4.18	STAR PICKET	PLACED
T	55° 27'	0.975	STAR PICKET	PLACED
U	330° 11'	0.81	STAR PICKET	PLACED
V	53° 54'	5.765	DH&W	PLACED
W	89° 31'	20.815	DH&W	PLACED
X	83° 31'	10.2	DH&W	PLACED
Y	91° 49'	24.075	DH&W	PLACED
Z	329° 29'	7.995	DH&W	PLACED
AA	298° 15'	19.965	DH&W	PLACED
AB	0° 13'	5.49	DH&W	PLACED
AC	3° 57'	19.245	DH&W	PLACED
AD	278° 31'	5.225	DH&W	PLACED
AE	278° 18'	19	DH&W	PLACED
AF	271° 18' 30"	5.34	DH&W	PLACED
AG	245° 41'	22.89	DH&W	PLACED
AH	127° 36'	12.875	SSM 21106	PLACED
AI	124° 45'	0.61	GP FD	PLACED
AJ	29° 29' 10"	4.4	SSM 23560 FD	PLACED
AK	F1 295° 49'	3.575	PM 152929	FOUND
AL	G1 325° 52'	1.455	GP	PLACED
AM	H1 342° 49'	1	GP	PLACED
AN	J1 21° 37' 30"	1.795	GP	PLACED
AO	K1 42° 18' 30"	1.935	GP	PLACED
AP	L1 349° 20'	1.645	GP	PLACED
AQ	M1 34° 05'	1.235	GP	PLACED



SEE DIAG F HILL

SHEET 2

FROM	TO	BEARING	DISTANCE	METHOD
PM 152929	PM 152928	215° 49' 32"	312.805	CORS NTK
"X"	"Y"	205° 18' 28"	312.804	BY EDM
				DP: 1107784

NOTES

ALL ORIGINAL MARKS ARE GONE UNLESS STATED OTHERWISE.

DISTANCES GREATER THAN 100m SHOWN ON THIS PLAN HAVE BEEN DERIVED BY CORS NRTK METHODS.

MARK	MGA COORDINATES	CLASS	PU	METHOD	STATE	
TS 5321	739988.519	6394151.892	2A	0.02	FROM SCIMS	FOUND
SS 2380	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 201991	738063.98	6393983.72	D	N/A	CAD TRAV	PLACED
SS 21106	738623.02	6393997.74	D	N/A	CAD TRAV	PLACED
SS 21106	738520.21	6393894.83	D	N/A	CAD TRAV	PLACED

DATE OF SCIMS COORDINATES: 07-02-2022

MGA DATUM: GDA2020

COMBINED SCALE FACTOR: 1.000225

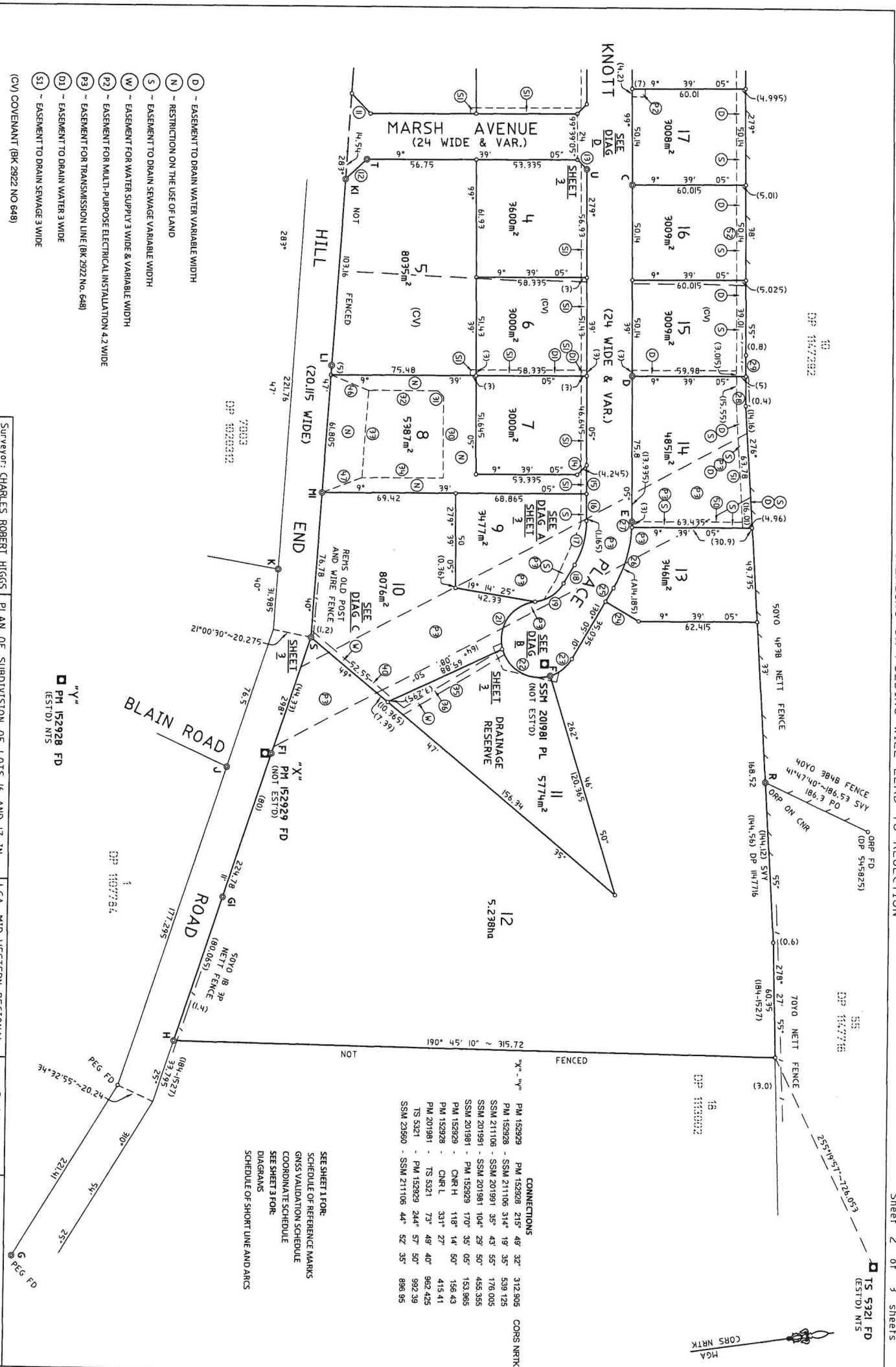
- (N) - RESTRICTION ON THE USE OF LAND
- (D) - EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (S) - EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (P) - EASEMENT FOR OVERHEAD POWER LINES VARIABLE WIDTH
- (P2) - EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- (S1) - EASEMENT TO DRAIN SEWAGE 3 WIDE
- (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: 122021.01.H.DP  
 (REPORT)

PLAN OF SUBDIVISION OF LOTS 16 AND 17 IN  
 DP 755897

LGA: MID-WESTERN REGIONAL  
 Locality: CARMELON  
 Subdivision No.: SC40/2023

Registered  
 25/05/2023  
 DP 1277513



- (D) ~ EASEMENT TO DRAIN 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)

**CONNECTIONS**

PM 152929	PM 152928	215°	49	32'	312.905	CORS NTRK
PM 152928	- SSM 211108	314°	19	35'	539.728	
SSM 211108	- SSM 201991	35°	43	55'	176.005	
SSM 201991	- SSM 201981	104°	29	50'	455.355	
SSM 201981	- PM 152929	170°	36	05'	153.965	
PM 152929	- CNR H	118°	14	50'	156.43	
PM 152928	- CNR L	331°	27'		415.41	
PM 201981	- TS 5321	73°	48	40'	982.425	
TS 5321	- PM 152929	244°	57	50'	992.29	
SSM 23560	- SSM 211108	44°	52	35'	986.95	

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

Surveyor: CHARLES ROBERT HIGGS  
 Date of Survey: 07/02/2022  
 Surveyor's Ref: 122021.01H.DP (REPORT)

PLAN OF SUBDIVISION OF LOTS 16 AND 17 IN DP756897



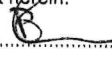
LGA: MID-WESTERN REGIONAL  
 Locality: CAERLEON  
 Subdivision No: SC40/2023  
 Lengths are in metres. Reduction Ratio: 1:250

Registered 25/05/2023

**DP 1277513**





<b>PLAN FORM 6 (2020)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheet(s)
Registered:  25/05/2023 Title System: TORRENS	<b>DP1277513</b>	Office Use Only
<b>PLAN OF SUBDIVISION OF LOTS 16 AND 17 IN DP 756897</b>	LGA: MID-WESTERN REGIONAL Locality: CAERLEON Parish: MUNNA County: WELLINGTON	Office Use Only
Survey Certificate 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: *(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 *(b) <del>The part of the land shown in the plan (*being/*excluding ** .....</del> <del>.....)</del> <del>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</del> *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: "X" ~ "Y" Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous. Signature:  Dated: 07/02/2021 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]  *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.	Crown Lands NSW/Western Lands Office Approval 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.  Signature: ..... Date: ..... File Number: ..... Office: .....	Subdivision Certificate 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. 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>  *Strike through if inapplicable.
Plans used in the preparation of survey/compilation. 184-1527 189-1527 4245-3090 4246-3090 4317-3090 5852-2091 6135-2091 27588-1603 DP44920 DP545825 DP793663 DP1107784 DP1147716 CONSENT OF ADJOINING OWNERS 10/1147292 FURNISHED.	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE LOT 11 TO THE PUBLIC AS DRAINAGE RESERVE. 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.	Surveyor's Reference 122021.01H.DP (REPORT)
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 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:

Subdivision Certificate number: SC040/2023

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.

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:

Subdivision Certificate number: SC040/2023

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.

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:

PLAN OF SUBDIVISION OF LOTS 16 AND 17 IN  
DP 756897


DP1277513

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

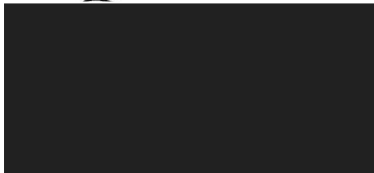
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel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

Subdivision Certificate number: SC 040/2023

Date of Endorsement: 13 March 2023

EXECUTED on behalf of  )  
ACN 003 120 312 on the 7<sup>th</sup> day of November 2022 )  
by the authorized persons whose signatures appear below pursuant )  
to Section 127 of the Corporations Act, 2001 )

Signature:



Name:

\*Signature:



\*Name:

\*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.**

8

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 [REDACTED] )  
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:

\*Signature:

Name:

\*Name:

\*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:

*[Signature]*  
Signature of witness

*[Signature]*  
Signature of attorney

*Melinda White*  
Name of witness

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

*8 Boller 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 CHUREN ST MUDCEE NSW



# Planning Certificate

Under Section 10.7 of the Environmental Planning and Assessment Act 1979

## APPLICANT:

**DLH Solicitors**  
70 Market Street  
MUDGEE NSW 2850

## PROPERTY DETAILS

Certificate Number	PC0087/2024		
Applicant Reference	230731	Receipt No	PLANCERT2026
Property No	27105	Issue Date	27 July 2023
Property address	15 Knott Place CAERLEON NSW 2850		
Property description	Lot 6 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***  
Yes, under the Housing Code complying development may be carried out on the land.

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

***Low Rise Housing Diversity Code***  
Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

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

***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**

Yes, under the Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

**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.

**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.

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

S Lewis

Signatory

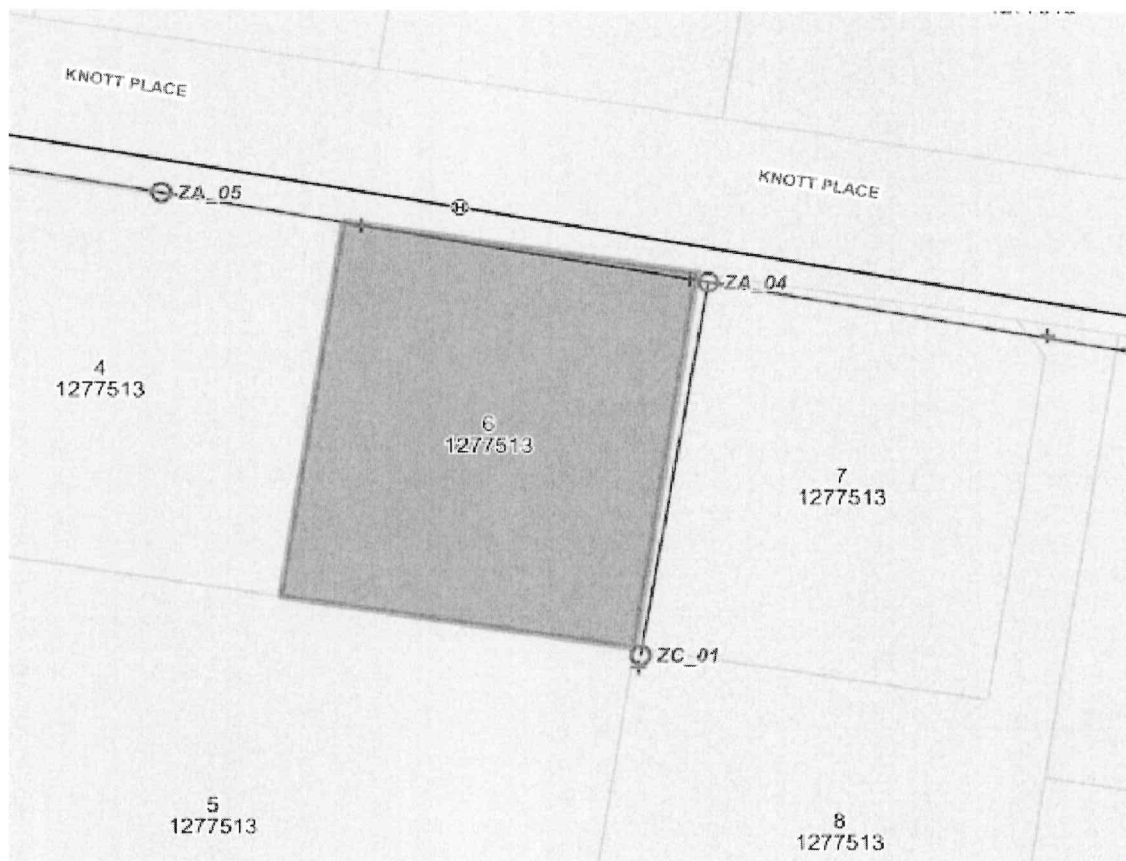


## DRAINAGE DIAGRAM

OUR REF: 27105  
 YOUR REF: 230731  
 APPLICANT: DLH Solicitors

DIAGRAM NO: DD0051/2024

PROPERTY: 15 Knott Place CAERLEON NSW 2850  
 BEING: Lot 6 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. DDCERT1177

K Crean Customer Service Officer

Date: 27/07/2023

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.

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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



<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation within</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>work order</i>	in relation to a period, at any time before or during the period; and 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.

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**Case number 2023/00036986**

Ronald Bayliss & Robert John Bayliss  
c/- Allan Hogan  
admin@dlhmudgee.com.au

## ORDER

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Proceedings concerning: Margaret June Bayliss  
Applicant(s): Susan Gay Chapman

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On 25 July 2023 the following orders (and/or directions) were made:

### **001: Review of an Enduring Guardianship Appointment**

- 1 The Tribunal notes the continued undertakings of Ronald Bayliss and Robert Bayliss not to remove Margaret Bayliss from her current accommodation until such time that these applications are finalised.
- 2 That the time for Susan Chapman, Darryl Bayliss and Christopher Bayliss to give to the Tribunal and all other parties their material in reply is extended to 15 August 2023.
- 3 Mrs Margaret Bayliss is excused from attending the further hearing of this matter.
- 4 On the application by Sionea Breust , today's hearing is adjourned to a day to be confirmed by the registry. Reason: Parties represented by Ms Breust require time to reply to material filed by Ronald Bayliss and Robert Bayliss.

### **002: Financial Management Application**

- 1 The Tribunal notes the continued undertakings of Ronald Bayliss and Robert Bayliss not to remove Margaret Bayliss from her current accommodation until such time that these applications are finalised.
- 2 That the time for Susan Chapman, Darryl Bayliss and Christopher Bayliss to give to the Tribunal and all other parties their material in reply is extended to 15 August 2023.
- 3 Mrs Margaret Bayliss is excused from attending the further hearing of this matter.
- 4 On the application by Sionea Breust , today's hearing is adjourned to a day to be confirmed by the registry. Reason: Parties represented by Ms Breust require time to reply to material filed by Ronald Bayliss and Robert Bayliss.

### **003: Review of an Enduring Power of Attorney**

- 1 The Tribunal notes the continued undertakings of Ronald Bayliss and Robert Bayliss not to remove Margaret Bayliss from her current accommodation until such time that these applications are finalised.

- 2 That the time for Susan Chapman, Darryl Bayliss and Christopher Bayliss to give to the Tribunal and all other parties their material in reply is extended to 15 August 2023.
- 3 Mrs Margaret Bayliss is excused from attending the further hearing of this matter.
- 4 On the application by Sionea Breust , today's hearing is adjourned to a day to be confirmed by the registry. Reason: Parties represented by Ms Breust require time to reply to material filed by Ronald Bayliss and Robert Bayliss.

N Jones, Senior Member (Legal)  
C M Kennedy, Senior Member (Professional)  
E A Pickering, General Member (Community)

Issued: 25 July 2023



For further information about your rights and obligations in relation to this order please read NCAT's Rights and Obligations Guideline available on the NCAT website at [www.ncat.nsw.gov.au](http://www.ncat.nsw.gov.au).