

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 162505718	NSW DAN:
vendor's agent	WITHOUT THE INTERVENTION OF AN AGENT		Phone:
			Fax:
co-agent			Ref:
vendor	BATHURST REGIONAL COUNCIL (ABN 42 173 522 302) 158 Russell Street Bathurst NSW 2795		
vendor's solicitor	Moray & Agnew Lawyers Level 2 45 Watt Newcastle NSW 2300		Phone: (02) 4911 5438 Fax:
date for completion	42 days after the contract date	(clause 15)	Email: kross@moray.com.au
land	56 COLVILLE ST WINDRADYNE 2795 (Address, plan details and title reference)		
	10/1165068		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" 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			Phone:	
			Fax:	
Price	\$		Ref:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed By</p> <p>_____ Vendor</p> <p>_____ Vendor</p>	<p>Signed By</p> <p>_____ Purchaser</p> <p>_____ Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> </div> <div style="width: 45%;"> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> </div> </div>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> </div> <div style="width: 45%;"> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> </div> </div>

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 an *GSTRW payment*
(residential withholding payment)

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

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – 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 number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's 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 *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

56 COLVILLE ST WINDRADYNE 2795

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract the following terms have these meanings unless the contrary intention appears:

Authorised Person means the Solicitor of the party and any other person nominated by a party as its representative who can bind that party.

Authority means any governmental, local governmental, statutory, public or other authority having control or jurisdiction over the Property.

Claim means includes any demand, proceeding, all manner of actions, suits, causes of action, arbitration, debts, dues, costs, claims, demands, interest verdicts, including (without limitation) any claim, demand, action, proceeding, arbitration or suit seeking the payment of money, relief from liquidated damages or any costs, expenses, *Loss*, compensation or damages on any ground whatsoever pursuant to the Contract and judgments whatsoever both at law, or in equity or arising under the provisions of statute, whether known or unknown and any claim for direct or consequential loss (including loss of profit, loss of production, loss of property or loss of income).

Completion Date means the date for completion of this Contract as specified in special condition 7.

Contract means this Contract and all annexures, exhibits and schedules.

Council means Bathurst Regional Council.

Deposit Holder means the Vendor's Solicitor.

GST has the same meaning ascribed to that term in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act, 1999* (Cth).

Guarantor has the meaning within special condition 18.

Loss means any loss, cost, expense, damage, injury to person, death or liability (including any fine or penalty) whether direct or indirect or consequential (including but not limited to loss of profit, loss of opportunity, expenses incurred), present or future, fixed or unascertained, actual or contingent and whether arising under the Contract (including any breach of the *Contract*), in equity (including breach of an equitable duty, breach of confidentiality or breach of fiduciary duty), under statute (including breach of statutory duty to the maximum extent possible), in tort (including for negligence or negligent misrepresentation) or otherwise (including in restitution).

Property means the lot or lots to be purchased as shown on page 1 of this Contract.

Standard Conditions means the 2022 printed conditions annexed to this Contract.

2. INTERPRETATION

2.1 The following applies in the interpretation of this contract, unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect the interpretation of this Contract.
- (b) A reference to any Act, Regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- (c) A reference to clause, paragraph, special condition, subclause, attachment, annexure, and schedule means a clause, paragraph, special condition, subclause, attachment, annexure or schedule to this Contract.
- (d) A reference to a gender includes a reference to each gender.
- (e) The singular includes the plural number and vice versa.
- (f) Person includes a firm, corporation, unincorporated association or a governmental authority.
- (g) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this contract, their substitutes and assigns.
- (h) An agreement on a part of, or in favour of, two or more persons binds them jointly and severally.
- (i) A reference to a party means a person named as a party to, and bound by, this Contract.
- (j) Includes or including means includes or including (as the case may be) without limitation.

2.2 These further conditions must be read subject to any rights granted to the Purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.

2.3 If there is any conflict between the provisions of these special conditions and those contained in the Standard Conditions of this Contract, these special conditions prevail.

2.4 All annexures and attachments form part of this Contract and are deemed items of disclosure where appropriate.

3. AMENDMENT OF PRINTED CLAUSES TO CONTRACT

3.1 The Standard Conditions of this Contract are amended as follows:

(a) Inserting after the word “call” in clause 2.9, the words “or on term deposit or deposits maturing on or before completion as selected by the Vendor”.

(b) Clause 3 is deleted.

(c) Clause 4.8 is deleted.

(d) Clause 5.2.2 is replaced with:

‘If it arises out of anything served by the Vendor on the Purchaser or its Authorised Person - within seven (7) days after the day on which the Vendor serves that notice; and’

(e) Clause 7.1.1 is amended by replacing 5% with 1%.

(f) Clause 7.1.3 is amended by replacing 14 days with 7 days.

(g) Clause 7.2.1 is amended by replacing 10% with 3%.

(h) Clause 8.1.1 is amended by deleting the words “on reasonable grounds”.

(i) Clause 8.1.2 is amended by deleting the words “and those grounds”.

(j) Clause 10.1, line 1 is replaced with:

‘The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of’

(k) Clause 13.10 is deleted.

(l) Clause 23 is deleted.

(m) Clause 25 is deleted.

(n) Clause 28 is deleted.

4. MISCELLANEOUS

- 4.1 This Contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the Property.
- 4.2 The Purchaser irrevocably acknowledges and agrees that it has not entered into this Contract as a result of any representation either oral, written or implied by the Vendor or any other person on the Vendor's behalf including but not limited to the Vendor's agent and that all conditions of sale are embodied in this Contract.
- 4.3 Notwithstanding clause 5 of the Standard Conditions, the Purchaser is deemed to have made the requisitions and general questions about the Property contained in the requisitions annexed to this contract.
- 4.4 The Purchaser agrees that it is not entitled to make or raise any requisitions in addition to those contained in this Contract, unless they arise specifically from the Purchaser's inspection or investigation of the Property or of the Vendor's title. The provisions of clause 5 of the Standard Conditions apply to any such specific requisitions.

5. PURCHASER WARRANTIES

- 5.1 The Purchaser acknowledges that the Purchaser buys the property not relying upon any warranties or representations made to the Purchaser by or on behalf of the Vendor not contained in this Contract.
- 5.2 The Purchaser will not make any objection, requisition, or claim for compensation, nor seek to rescind or terminate this Contract, nor delay its completion due to the state and condition of the property.
- 5.3 Notwithstanding clauses 6 and 7 of the Standard Conditions, the parties agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of clauses 7 and 8 of the Standard Conditions, entitling the Vendor to rescind this Contract.
- 5.4 The Purchaser further acknowledges that the words "on reasonable grounds" has been deleted from clause 8.1.1 of the Standard Conditions.

6. DEPOSIT

- 6.1 The parties agree and authorise the Depositholder to release the Deposit to the Vendor on the date of this Contract for its own use.
- 6.2 The Vendor and Purchaser agree that they consent and give such directions to do such things as may be necessary to give effect to the provisions of this special condition.

7. COMPLETION

- 7.1 Completion of this Contract will take place on the date which is 42 days from the date of this Contract.
- 7.2 On completion, a duly executed form of discharge of mortgage or partial discharge of mortgage in registrable form will be made available to the Purchaser in respect of any mortgage affecting the Property. The Purchaser shall make no objection, delay settlement or make any requisition requiring the registration of such discharge of mortgage (or partial discharge of mortgage as the case may be) prior to completion of this Contract.

8. NOTICE TO COMPLETE

- 8.1 Should completion of this Contract not be effected in accordance with special condition 11, then either party shall be at liberty to issue a Notice to Complete in accordance with this Contract requiring this Contract to be completed within fourteen (14) days from the date of such Notice, making time of the essence.
- 8.2 The parties agree that the period of notice in special condition 12.1 is reasonable and sufficient.
- 8.3 In the event the Vendor serves a notice to complete on the Purchaser, the Purchaser will allow an additional amount of \$220.00 plus GST on settlement.

9. INTEREST

- 9.1 If completion does not occur on or before the Completion Date, the Purchaser must pay the Vendor, on completion, interest calculated at the rate of 10% per annum on a daily rate on the balance of the purchase price for the period commencing on the date following the Completion Date and ending on the date of actual completion.
- 9.2 The Purchaser must not require the Vendor to complete this Contract unless interest payable under this special condition is paid to the Vendor on completion. It is an essential term of this Contract that the interest is paid.
- 9.3 Clause 10.1, of the Standard Conditions, does not apply in respect of any days during which completion has been delayed due to the fault of the Vendor.

10. NOTICES

Form of Notices

- 10.1 Any notice or other communication required to be given under this Contract must be:
- (a) in legible writing;

- (b) signed by the party giving it (sender) or by its Authorised Person;
- (c) delivered by hand or sent by post (air mail if sent to an address in another country) to the relevant address set out on the front page of this contract; or
- (d) sent by facsimile to the relevant fax number set out on the front page of this Contract or as shown on the letterhead of the recipient's Authorised Person; or
- (e) sent by electronic mail to the relevant email address set out on the front page of this Contract or as shown on the letterhead of the recipient's Authorised Person.

10.2 A party may change its address or fax number for the purpose of notices by giving notice of that change in accordance with the provisions of this special condition.

10.3 Notices are taken to be given:

- (a) in the case of delivery by hand, when delivered;
- (b) in the case of delivery by post, on the third (seventh, if sent to an address in another country) day after the date of posting;
- (c) in the case of delivery by fax, at the time shown on a transmission report by the machine from which the fax was sent which indicates that the fax communication was sent at the time, in its entirety and without error to the fax number of the recipient; and
- (d) in the case of delivery by electronic mail, at the time shown on the delivery receipt, in its entirety and without error to the email address of the recipient.

10.4 If a notice by fax is given:

- (a) on a day in which business is not generally carried on in the place in which the fax is received, or
- (b) after 5.00pm (local time) on a day in which business is generally carried on in the place in which the fax is received.

The notice will be taken to have been given at the commencement of business on the next day in which business is generally carried on in the place in which the fax is received.

10.5 A recipient of a notice given pursuant to this special condition must not enquire, where the notice purports to be signed on behalf of a party by its Authorised Person, as to the authority of the representative signing the notice.

- 10.6 To the extent of any inconsistency between the provisions of clause 20.6 of the Standard Conditions and the provisions of this special condition 14, this special condition shall prevail.

11. SELLING AGENT

- 11.1 The Purchaser warrants that it has not been introduced to the Vendor or to the Property directly or indirectly by any Real Estate Agent or any other person other than the Vendor's agent specified in this Contract. The Purchaser indemnifies and will keep indemnified the Vendor against any liabilities, claims, suits, demands and actions arising out of or as a consequence of a breach of this warranty. The provisions of this special condition shall not merge on completion of this Contract.

12. GUARANTOR

- 12.1 This special condition applies if the Purchaser is a corporation as defined under the *Corporations Act 2001* (Cth) but does not apply to a corporation listed on an Australian Stock Exchange.
- 12.2 This special condition is an essential term of this Contract.
- 12.3 The word "Guarantor" means each director of the Purchaser as at the date of this Contract.
- 12.4 If each director for the Purchaser has not signed this clause as Guarantor, the Vendor may terminate this Contract by serving a notice, but only within fourteen (14) days after the Contract.
- 12.5 In consideration of the Vendor entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Vendor without limitation:
- (a) payment of all money payable by the purchaser under this Contract; and
 - (b) the performance of all of the Purchaser's other obligations under this Contract.
- 12.6 The Guarantor:
- (a) irrevocably indemnifies the Vendor against any Claim or Loss incurred by the Vendor in connection with or arising from any breach of default by the Purchaser of its obligations under this Contract; and
 - (b) must pay on demand any money due to the Vendor under this indemnity.
- 12.7 The Guarantor is jointly and separately liable with the Purchaser to the Vendor for:
- (a) the performance by the Purchaser of its obligations under this Contract; and

- (b) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
- 12.8 The Guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any rights under this special condition.
- 12.9 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this special condition.
- 12.10 The Guarantor's obligations under this special condition are not released, discharged or otherwise affected by:
- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release or discharge of any person;
 - (c) the death or incapacity of the Vendor;
 - (d) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person or entity;
 - (e) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute a court or otherwise;
 - (f) payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (g) the winding up of the Vendor or the Purchaser.
- 12.11 The Deed constituted by this special condition binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void, or voidable.
- 12.12 This special condition binds the Guarantor and the executors, administrators and assigns of Guarantor.
- 12.13 This special condition operates as a deed between the Vendor and the Guarantor.

Executed as a Deed by Guarantor

SIGNED for and on behalf of **Guarantor** by

In the presence of:

.....
Signature

.....
Signature of witness

.....
(Print Full Name)

.....
(Print Full Name)

.....
Address

.....
Address

13. TRUSTS

13.1 Where the Purchaser purchases the Property as trustee, the Purchaser:

- (a) warrants that the Purchaser has the power under the trust to enter into this Contract;
- (b) is personally liable under this Contract;
- (c) warrants that the Purchaser has a right of indemnity under the trust;
- (d) must not do anything to prejudice the right of indemnity the Purchaser has under the trust; and
- (e) must not allow the variation of the trust or the advance or distribution of capital of the trust or re-settlement of trust property.

14. ELECTRONIC SETTLEMENT

14.1 If the parties agree to settle this sale electronically in accordance and compliance with Electronic Conveyancing National Law, the following provisions shall apply:

- (a) the provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this even any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs;
- (b) within seven (7) days of exchange, the Vendor will open and populate the electronic workspace, including the date and time of settlement and invite the

purchaser any discharging mortgagee to join, failing which the Purchaser may do so;

- (c) within seven (7) days of receipt of the invitation the Purchaser must join and create an electronic transfer and invite any incoming mortgagee to join;
- (d) completion of this Contract takes place when the financial settlement takes place;
- (e) anything that cannot be delivered electronically must be given to the relevant party either prior to or immediately following settlement;
- (f) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day, the parties must settle in the usual non-electronic manner as soon as possible, but no later than three (3) working days after the initial electronic failure, unless otherwise agreed; and
- (g) any notices served on a party in the electronic workspace must also be served in accordance with this Contract.

15. ELECTRONIC SIGNATURES

15.1 The parties agree:

- (a) to accept, for the purpose of exchange of Contracts, signatures by either the Vendors or the Purchasers, or both as the case may be, which are facsimile, photocopy or any other form of electronic signatures and to comply with following special conditions 21.1(b), (c) and (d);
- (b) that the Purchaser will provide the Vendor's Authorised Person, within ten (10) business days after the date of this Contract, a cover page of the Contract bearing the Purchaser's original signature(s) where applicable;
- (c) that the cover page of the Contract bearing original signatures must be dated the same date as this Contract; and
- (d) that the parties shall not make any requisition objection claim or delay completion due to the matter of execution of this Contract as at the exchange date.

16. GOVERNING LAW

16.1 This Contract is governed by the law in force in New South Wales.

16.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

16.3 Any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at the address of that party's Authorised Person.

17. DEATH AND MENTAL ILLNESS

17.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this special condition not been included, if a party to this Contract:

(a) is an individual who before completion:

- (i) dies; or
- (ii) becomes mentally ill (within the meaning of mental health legislation or the common law),

then either party may rescind this Contract by serving written notice on the other party whereupon the provisions of clause 19.2.1 and 19.2.4 of the Standard Conditions shall apply.

(b) is:

- (i) an individual who before completion is declared bankrupt or enters into any scheme or arrangement or make any assignment or benefit to creditors; or
- (ii) a company which before completion resolves to go into liquidation or has a petition for the winding up of the company presented or should any liquidator, receiver or official manager be appointed in respect of the company,

then that party shall be deemed to be in default of this Contract.

18. SEVERANCE

18.1 Clauses or conditions which are void or voidable may be severed from this Contract but do not affect the validity or enforceability of the remaining clauses in this Contract.

19. GST

- 19.1 The Purchase price of the Property and any consideration to be paid or provided under this Contract is expressed to be on a GST inclusive basis.
- 19.2 The Vendor and Purchaser agree that the margin scheme will be used to determine the amount of GST payable on the taxable supply made under this Contract. The Vendor agrees (if requested by the Purchaser) to promptly sign a deed agreeing to apply the margin scheme to the supply of the property. From the date of the Contract to completion, the Vendor agrees to provide the Purchaser with all information and documents reasonably requested by the purchaser, to assist the purchaser to consider the GST position of this transaction.
- 19.3 The Vendor acknowledges and undertakes to the Purchaser that the Vendor will pay the GST which is payable on the taxable supply made under this Contract.
- 19.4 The Purchaser agrees that:
- (a) the Purchaser will not be entitled to claim an input tax credit in respect of the GST payable by the Vendor; and
 - (b) the Vendor is not required to give the Purchaser a tax invoice.
- 19.5 The Purchaser agrees that the Vendor is not liable to disclose the basis on which it calculates its GST liability on this sale.
- 19.6 The Vendor and Purchaser agree that if there is any change in the GST Act which impacts on the margin scheme that they will do everything reasonably necessary to ensure that the Vendor can apply the margin scheme to the taxable supply made under this Contract.
- 19.7 To avoid doubt, this clause does not merge on completion.

20. FOREIGN PURCHASER

- 20.1 The Purchaser warrants:
- (a) That the Purchaser is not a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act, 1975*; or
 - (b) That the Purchaser is a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act, 1975* and that the Treasurer of the Commonwealth of Australia has advised in writing that the Treasurer has no objection to the acquisition of the Property by the Purchaser.

21. FINANCE

21.1 The Purchaser warrants to the Vendor that:

- (a) the Purchaser does not require finance to purchase the Property; or
- (b) the Purchaser has obtained approval for finance to purchase the Property on terms reasonable to the Purchaser.

21.2 The Purchaser acknowledges that as a result of making the disclosure in clause 27.1, the Purchaser cannot terminate this Contract pursuant to the National Credit Code.

22. NOMINATION

22.1 It is expressly agreed between the Parties that the Purchaser shall not be entitled to nominate a third party as the transferee of the Property and the Purchaser acknowledges that they shall not be entitled to make any objection, requisition or claim for compensation nor be entitled to delay completion on account of this clause 28.

23. FENCING

23.1 The Purchaser shall not be entitled to ask and the Vendor shall not be obliged to contribute to the cost of fencing the boundaries of the Property.

29.2 This clause 29 shall not merge on completion.



FOLIO: 10/1165068

SEARCH DATE	TIME	EDITION NO	DATE
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12/5/2025	4:07 PM	2	18/10/2024

LAND

LOT 10 IN DEPOSITED PLAN 1165068
AT WINDRADYNE
LOCAL GOVERNMENT AREA BATHURST REGIONAL
PARISH OF MOUNT PLEASANT COUNTY OF BATHURST
TITLE DIAGRAM DP1165068

FIRST SCHEDULE

BATHURST CITY COUNCIL

SECOND SCHEDULE (4 NOTIFICATIONS)

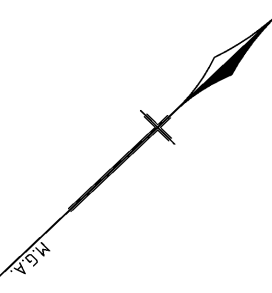
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP252484 EASEMENT TO DRAIN WATER 3 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 3 DP264043 RESTRICTION(S) ON THE USE OF LAND
- 4 DP264297 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SUBJECT BOUNDARIES ARE NOT FENCED UNLESS OTHERWISE SHOWN



CURVED BOUNDARY TABLE				
No	CHORD		RADIUS	ARC
	BEARING	DIST		
1	256°39'18"	13.099	39.341	13%
2	246°39'31Z	30.665	4.05	314.49
3	95°53'46"	70.502	4.50	81.005
4	271°28'33Z	96.834	4.50	109.246
5	36°03'	30.423	2.85	30.428
6	36°22'31"	55.52	4.675	55.522
7	110°13'21"	15.655	2.20	16.048
8	147°49'26"	29.09	38.0	29.852
9	171°32'43"	17.938	14.5	19.213
10	175°18'46"	26.039	39.341	26.54
11	221°51'21"	35.985	39.341	37.375
12	249°53'03"	72.345	38.0	25.844
13	259°52'43"	72.345	2.20	7.258
14	259°52'43"	9.935	2.20	10.021

REFERENCE FROM TABLE			
COR.	BEARING.	DISTANCE	PLACED BY
A	30°S 73°30"	2,349	D.H.&W. F.D.
B	55°S 16°30"	7,193	D.H.&W.
C	122°S 48°	6,889	D.H.&W. F.D.
D	190° 29'	0.99	D.H.&W. F.D.
E	189°08'	12.02	D.H.&W. F.D.
F	34°S 71°30"	0.955	CONC. BLK. F.D.
G	35°S 73°30"	0.97	CONC. BLK. F.D.
H	27°S 18'	0.92	CONC. BLK. F.D.
I	29°S 18'	4,784	D.H.&W. F.D.
K	230° 28'	1.013	G.I. PIPE F.D.
L	100° 18'	3,242	D.H.&W. F.D.
M	192° 20' 30"	13.315	D.H.&W. F.D.
N	35°S 70°	9,745	D.H.&W. F.D.
P	330° 28'	0.972	G.I. PIPE F.D.
Q	6° 26' 30"	8.711	D.H.&W.
R	101° 12' 30"	4,592	D.H.&W.
S	217° 26'	3.814	D.H.&W.
T	25°S 71°	11.235	D.H.&W.
U	30°S 48° 15'	16.151	D.H.&W.
V	123° 38'	4.402	D.H.&W.
W	281° 20' 30"	8.623	D.H.&W.
X	9° 29' 15"	8.971	D.H.&W.
Y	340° 42'	2.467	G.I. PIPE

DP1165068 ©E

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE EXTENSION OF WARK PARADE TO THE PUBLIC AS PUBLIC ROAD

LOT 8 IS PUBLIC ROAD PROPOSED TO BE CLOSED UNDER THE ROADS ACT 1993

Signed for and on behalf of Bathurst Regional Council by its Attorney following Council's resolution at its meeting dated 4.02.2009
DAVID SHERLEY being the person for the time being holding or fulfilling the duties of General Manager of Bathurst Regional Council, following Council's resolution at its meeting dated 16 June 2004, states that at the date of execution of this present instrument he/she has received no notice of revocation of Power of Attorney Registered Book 4429 No 885 by virtue of which he/she has executed the within document.



Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

Land & Property Management Authority Approval

I, **PAUL CRAIN** in approving this plan certify
(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown hereon have been given.

Signature: 

Date: **2 MAY 2011**

File Number: **10/10628**

Office: **ORANGE**

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed **SUBDIVISION & NEW ROAD** set out herein
(insert 'subdivision' or 'new road')


*Authorised Person/General Manager/Accredited Certifier

Consent Authority: **BATHURST REGIONAL COUNCIL**

Date of Endorsement: **29 April 2011**

Accreditation no: **2011/20**

Subdivision Certificate no: **D.A. No. 2009/0328**

File no: **D.A. No. 2009/0328**

*Delete whichever is inapplicable

DP1165068

Registered:  25.05.2011

Title System: **TORRENS**

Purpose: **SUBDIVISION**

PLAN OF SUBDIVISION OF LOT 15 IN D.P. 1055615 & LOT 20 IN D.P. 1058744 AND SUBDIVISION OF PART OF WARK PARADE FOR TITLE ISSUE AND ROAD CLOSURE UNDER THE ROADS ACT, 1993 (COMPRISED IN 61/264297, 13/834625 AND 14/834625)

LGA: **BATHURST REGIONAL**

Locality: **WINDRADYNE**

Parish: **MOUNT PLEASANT**

County: **BATHURST**

Surveying and Spatial Information Regulation 2006

I, **SIMON ALEXANDER HINE**
of **VOERMAN & RATSEP, P.O. BOX 16, BATHURST, 2795**
a surveyor registered under the
Surveying and Spatial Information Act 2002,
certify that the survey represented in this plan is accurate,
has been made in accordance with the
Surveying and Spatial Information Regulation 2006
and was completed on: **2nd SEPTEMBER 2010**

The survey relates to
LOTS 8, 9, 10 & CONNECTIONS

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature:  Dated: **4-4-2011**
Surveyor registered under the *Surveying and Spatial Information Act 2002*

Datum Line: **S.S.M. 80368 - S.S.M. 40644**
Type: **Urban/Rural**

Plans used in the preparation of survey/compilation

D.P. 252484 D.P. 844160
D.P. 264043 D.P. 834625
D.P. 264297 D.P. 1055615
D.P. 749856 D.P. 1058744
D.P. 811550

(If insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: **806939**
2011M7100(520)

(V1)

*OFFICE USE ONLY

PLAN FORM 2

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF BATHURST WAS HERETO AFFIXED IN PURSUANCE OF A RESOLUTION PASSED BY COUNCIL ON 18TH FEBRUARY, 1976

DEP

TOWN CLERK

Signatures and seals only.

DEP

TOWN CLERK

COULD CHURCH CATHEDRAL

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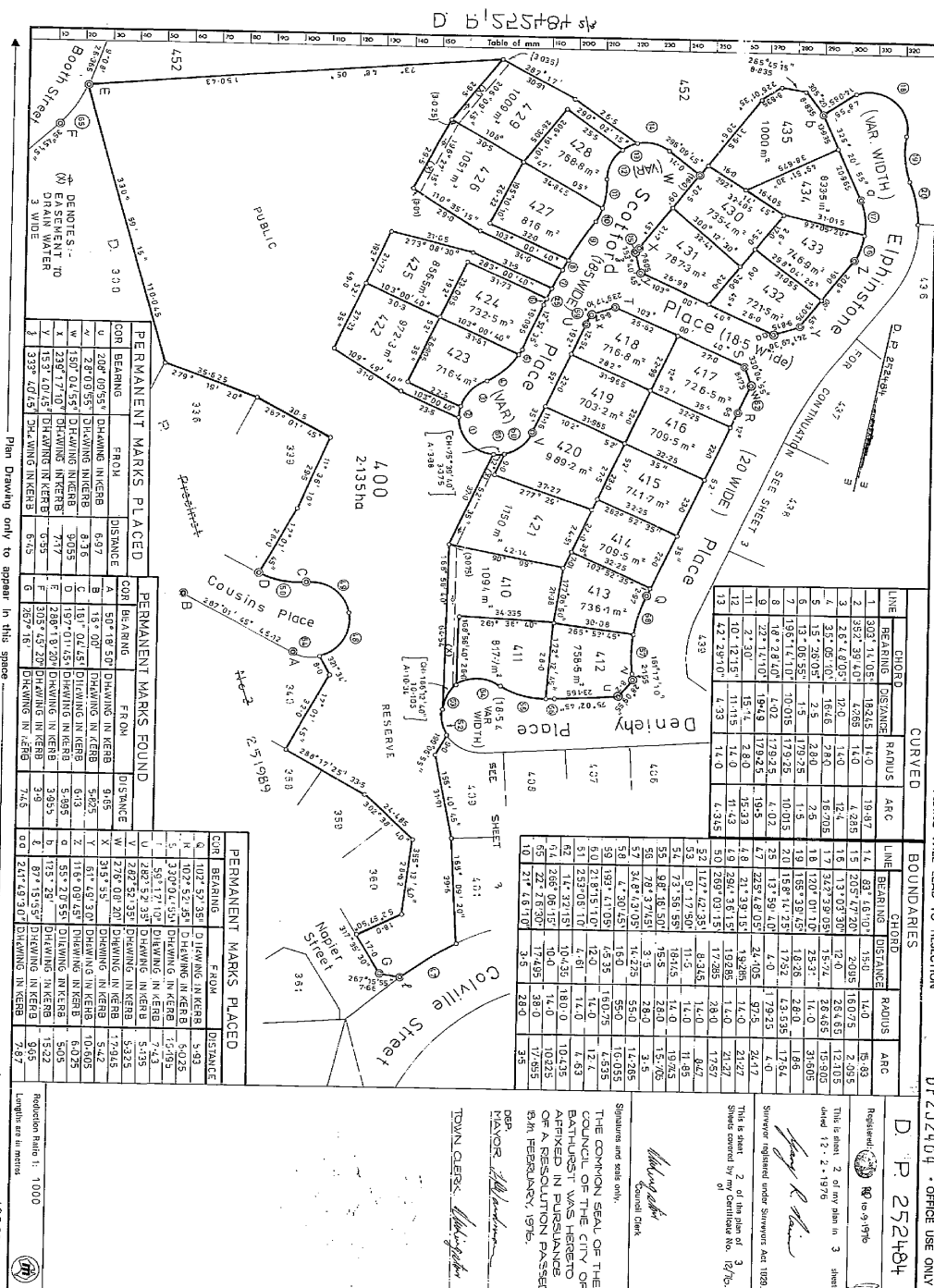
1/1188

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PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP252484 - OFFICE USE ONLY



AMENDMENTS OR ADDITIONS NOTED ON PLAN
 IN REGISTRAR GENERAL'S OFFICE.

I, Jack Hayward Watson, Registrar General for New South Wales, certify that this map is a photograph of the original plan as deposited with me on the 12th day of October, 1976.

Watson

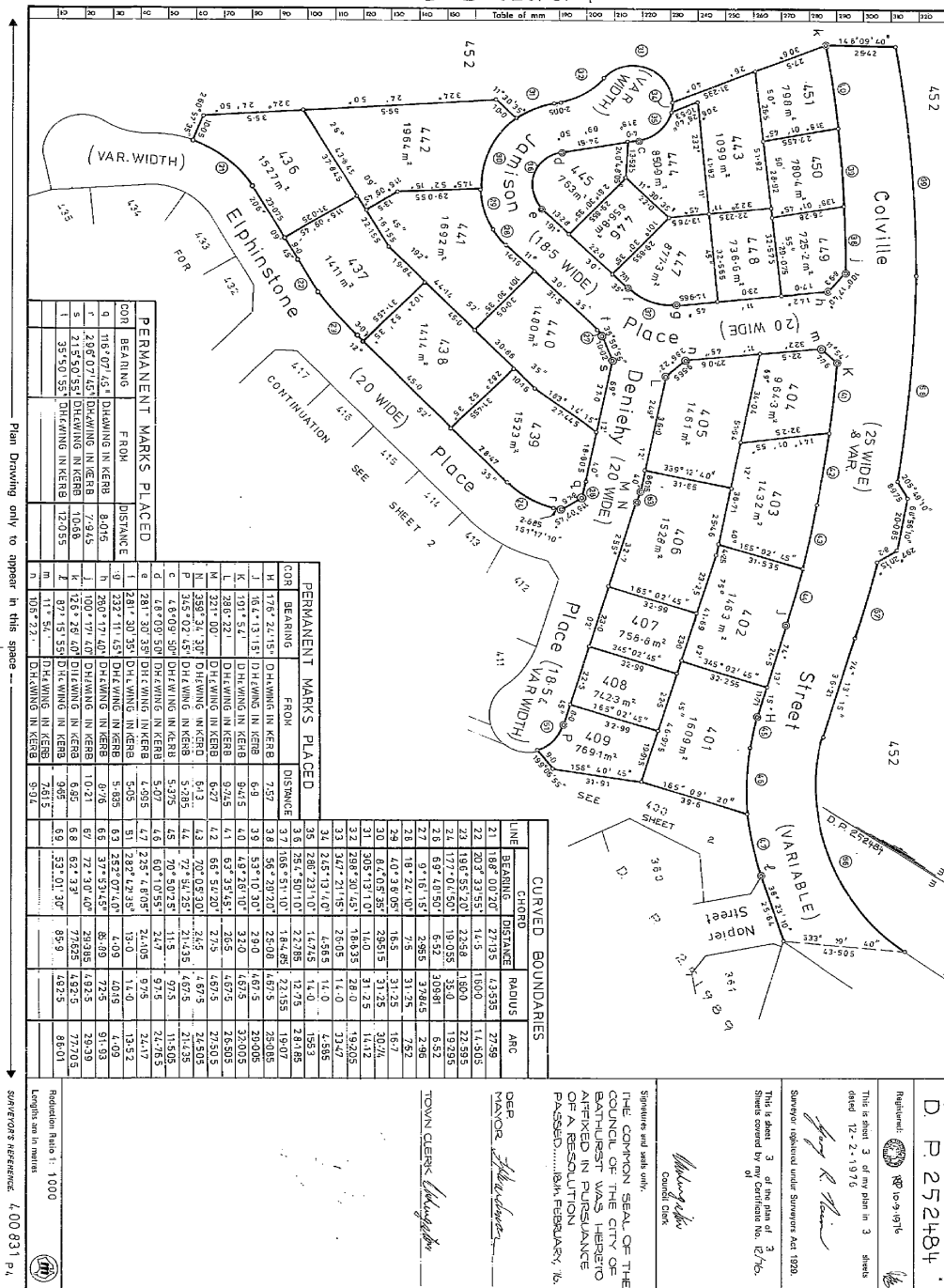
Scale: 1:1000
 Lengths are in metres

THE COMMON SEAL OF THE
 COUNCIL OF THE CITY OF
 BATHURST WAS HERETO
 AFFIXED IN PURSUANCE
 OF A RESOLUTION PASSED
 5th FEBRUARY, 1976.

MAYOR: *[Signature]*
 COUNCIL CLERK: *[Signature]*

Registered under Survey Act 1976
 This is sheet 2 of any plan in 3
 sheets
 dated 12.2.1976
[Signature]
 Surveyor registered under Survey Act 1976
 Sheet covered by other certificate No. 1976.

D: b' 525+8+4



D. 19, 575+84 2/2

AMENDMENTS OR ADDITIONS NOTED ON PLANS
IN REGISTRAR GENERAL'S OFFICE.

I, Jack Hayward Watson, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a decedent in my custody this 29th day of October, 1976.

Janakiram

seeds only.

Council Clerk

THE COMMON SEAL OF THE
COUNCIL OF THE CITY OF
BATHURST WAS HERETO
AFFIXED IN PURSUANCE
OF A RESOLUTION
PASSED.....18th FEBRUARY, '76.

Sheets covered by my Certificate No. 1276.
of

This is sheet 3 of the plan of 3.

Survivor registered under Survivors Act 1920.

Harry R. Main

dated 12-2-1976

This is about 3 of our class in 3 weeks

Registered: 10.9.1976

D. P. 252484

01000000000000000000000000000000

OFFICE USE ONLY

I, Jack Hayward Wilson, Registrar General for New South Wales, certify that this record is a photograph made as an permanent record of a document in my custody this 14th day of September, 1976.

Page 8 of 16

DP 252434

Subdivision of Lot 378 in D-P-251989 being Part of the land in Certificate of Title Volume 12962 Folio 206 and covered by Council's Certificate No. 12/76 dated 2.4.1976.

THE COUNCIL OF THE CITY OF BATHURST
CLIVE CENTRE, Russell Street, Bathurst

Basement to drain water 3 wide.

LOTS, NAME OF ROAD OR AUTHORITY BENEFITED

SCHEDULE OF LOTS ETC., AFFECTED.

Derleth, T J
Dorothy Plac
452
452

PART II

Full and free right for the body in whose favor this element is accorded, and every question notwithstanding by it, from whom and at all times to supply water in, together with the right to use, for the purpose of the corresponding element, pipes or pipes within the element, for the purpose of supplying water to the pipes coming to lay pipes and water of the corresponding element, or to lay pipes beneath or upon the surface of the earth, or in pipes and/or in lateral of the element, for the body in whose favor this element is accorded, and every question notwithstanding, to enter upon the land in whose favor this element is accorded, and every question notwithstanding, for the purpose of laying, inspecting or for any other purpose, for any reasonable time for such pipe or line or any part thereof and for any of them, maintaining or removing the body of the corresponding element in standing and the persons authorized by it to do all the necessary and proper things as may be required to be done by it for the purpose of the corresponding element and will provide that water do remain in the element to the extent consistent.

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF BALDWIN was heretofore affixed on the 23th day of June, 1976, in pursuance of a resolution of the Council made on the 23rd day of June, 1976.

MAY 2015

TOWN CLERK

WITNESSES

FM 84046639 153

INSTRUMENT SETTING OUT INTERESTS CREATED
PURSUANT TO SECTION 98B, CONVEYANCING ACT,
1919, LODGED WITH DP252484 ~~CTD~~ REP 10.9.1976.

FRAME 2

To Jack Howard Wilson, Registrar General for New South Wales, certify
that this narrative is a photograph made as a permanent record of a
document in my custody this 14th day of September, 1976.

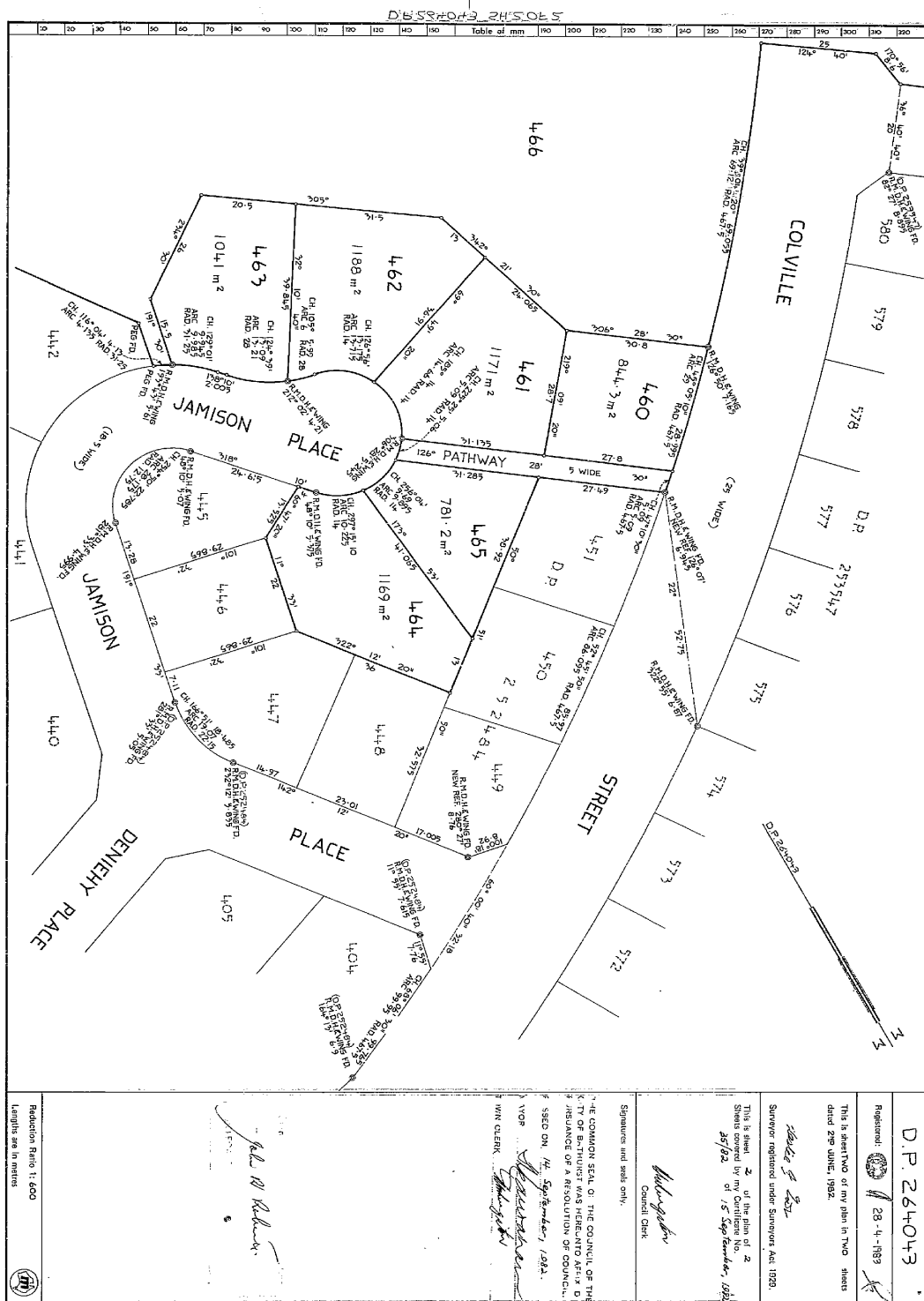
Jameson

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



I, Bruce Richard Davies, Under Secretary for Lands and
 Registrar General for New South Wales, certify that this
 photograph is a photograph made as a permanent record of a
 decision in my custody this day.

3rd May, 1983

Page 1 of 4 pages

PART 1

The Bathurst-Orange Development Corporation, 247 Alison Street, Orange

- Schedule of Lots Affected**

Every other job.

- the abovementioned plan

Lots benefited

- 461, 463, 464, 466

460, 462, 465

Identity of restriction
thirdly referred to in
the abovementioned plan

Restriction on to user

lots benefited

460, 462, 465

461, 463, 464, 466

PART 2

Terms of reservations are to user firstly referred to in abovementioned plan

- (a) The main building erected on each lot burdened shall not be used otherwise than for residential purposes
- (b) The main building erected on each lot burdened shall not have an internal floor area of less than 90 sq. meters.

Longchais và Melbourne

Page 3 of 4 pages

Plan:

DP264043

Plan of Subdivision of Lot 2 in D.P.
253392 and Lots 443 and 444 in D.P.
222484 covered by Council Clerk's
Certificate No. 35/82 of 15th September,
1982.

1982

- (k) Where common drainage lines are constructed within each lot boundary no roof or surface water shall be drained from the land otherwise than directly into such common drainage lines at the connection points provided.

- (1) Except during the course of construction of buildings, no advertising hoarding or signs shall be displayed or erected on each lot burdened.

- (n) No fence shall be erected on the side or rear boundaries of each lot burdened to a height greater than 1800 mm.

- (c) No fence shall be erected on each lot bounded closer to the street frontage than either the line of the wall of any building closest to and facing that street or 6 metres, whichever distance is the greater.

Terms of restrictions as to user secondly referred to in abovementioned plan

Millstone the Bahamian-Origine Development Corporation on its assigns other than the registered proprietors of the lot burdened on sale intended that the registered proprietor of a lot burdened so fence shall be entitled on the lot burdened so shall be divided it from the lot benefited without the consent in writing of the Bahamian-Origine Development Corporation or the registered proprietor of the lot benefited, and the said consent shall not be deemed to have been given if any person dealing with the Bahamian-Origine Development Corporation and its assigns and in favour of any person doing with the registered proprietor for the time being of the lot burdened such consent shall be deemed to have been given in respect of any such fence for the time being erected.

FRAME 1

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

3rd May, 1983

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

Lengths in metres

Page 2 of 4 pages

Plan:

Plan of subdivision of Lot 2 in D.P.
265182 and Lots 443 and 444 in D.P.
252484 covered by Council Cert's
Certificate No. 35/82 of 15th September,
1982.

- (c) No main building or garage shall be erected on each lot burdened having external walls constructed of material other than brick, stone or timber or a combination thereof and where other than brick or stone its use it shall not be less than 100 mm in thickness and shall not comprise more than 10% of the total wall area. The roof to such main building or garage shall not be of material other than terra cotta or concrete tiles.
- (d) No wall of any main building erected on each lot burdened shall be constructed within 1.5 metres of either side boundary.
- (e) No trees higher than 4 metres on each lot burdened shall be planted or reserved in the lot burdened without the consent of the Council of the City of Bathurst.
- (f) No caravans or trailers or unregistered vehicles shall be parked or placed on each lot burdened.
- (g) Except during the course of construction of buildings on each lot burdened no shed or machinery, metal, glass, timber, bricks or any other building material shall be piled on the land between the building alignment and the street.
- (h) Vehicular access to each lot burdened shall not be otherwise than from the public road fronting the lot.
- (i) No electricity connection shall be made to each lot burdened unless it be placed underground to the satisfaction of the Southern New South Wales Council.
- (j) No telephone connection shall be made to each lot burdened unless it be placed underground to the satisfaction of the Australian Telecommunications Commission.

John Raymond

INSTRUMENT SETTING OUT INTERESTS CREATED
PURSUANT TO SECTION 88A, CONVEYANCING ACT,
1919, LOGGED WITH DP 264043
4-28-4-1983.

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

Lengths in metres

Page 4 of 4 pages

Plan:

Plan of Subdivision of Lot 2 in D.P.
265182 and Lots 443 and 444 in D.P.
252484 covered by Council Cert's
Certificate No. 35/82 of 15th September,
1982.

Terms of restrictions as to user thirdly referred to in above-mentioned plan

Whereas the Council of the City of Bathurst on its assents other than purchasers on sale regarding the registered proprietor of a lot benefited no fence shall be erected on the lot benefited so as to divide it from the lot benefited without the consent in writing of the Council of the City of Bathurst or its officers but such consent shall be withheld if such fence is erected without expense to the Council of the City of Bathurst and its assents and in favour of any person dealing with the registered proprietor for the time being of the lot benefited such assents shall be deemed to have been given in respect of every such fence for the time being erected.

Name of authority empowered to release, vary or modify restriction as to user firstly and thirdly referred to in the above-mentioned plan:

Council of the City of Bathurst.

Name of authority empowered to release, vary or modify restriction as to user secondly referred to in the above-mentioned plan:

Bathurst-Orange Development Corporation

The Common Seal of the Council of the City of Bathurst, Proprietor, was hereunto affixed in pursuance of a resolution of Council

Passed on 22 December, 1982

Mayer *John Raymond*

Deputy Mayor *John Raymond*

Town Clerk *John Raymond*

Signed in my presence by John Raymond

who is personally known to me:

Signature of witness *John Raymond*

Name of witness F.W.C. PARKER, NEW/LE...

Signature of witness A.D. PARKER, NEW/LE...

Qualification of witness F.W.C. PARKER, NEW/LE...

Signed for the Bathurst-Orange Development Corporation Proprietor *John Raymond*
Deputy Mayor
Delegate of the Corporation

I, Bruce Richard Davies, Under Secretary for Lands and
Register General of New South Wales, certify that this
document is a true and correct copy as a permanent record of a
document in my custody this day.

3rd May, 1983

FRAME 2

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

* OFFICE USE ONLY

SCHEDULE OF CURVED BOUNDARIES					SCHEDULE OF BOUNDARIES				
LINE	BEARING	DIST.	RADIUS	ARC	LINE	BEARING	DIST.		
1	167° 49'	29.96	93	30.065	2	202° 56'	4.745		
2	252° 50'	24.12	63	24.27	3	241° 46'	4.75		
3	265° 16'	3.065	63	3.065	4	174° 39'	17		
4	80° 19'	17.965	60	18.005	5	61° 48'	4.5		
5	67° 47'	16.68	60	16.71	6	100° 40'	4.745		
6	310° 11'	11.525	95	11.535	7	36° 42'	20.20		
7	209° 57'	32.7	122	32.92	8	36° 40'	40.20		
8	209° 57'	32.7	122	32.92	9	296° 57'	3.06		
9	209° 57'	32.7	122	32.92	10	142° 20'	5.8		
10	209° 57'	32.7	122	32.92	11	209° 11'	4.42		
11	209° 57'	32.7	122	32.92	12	99° 07'	4.41		
12	209° 57'	32.7	122	32.92	13	24° 02'	18.25		
13	209° 57'	32.7	122	32.92	14	4° 49'	4.41		
14	209° 57'	32.7	122	32.92	15	79° 12'	7.105		
15	209° 57'	32.7	122	32.92	16	34° 29'	7.83		
16	209° 57'	32.7	122	32.92	17	124° 40'	25		
17	209° 57'	32.7	122	32.92	18	112° 38'	25		
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19	209° 57'	32.7	122	32.92	20				
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91	209° 57'	32.7	122	32.92	92				
92	209° 57'	32.7	122	32.92	93				
93	209° 57'	32.7	122	32.92	94				
94	209° 57'	32.7	122	32.92	95				
95	209° 57'	32.7	122	32.92	96				
96	209° 57'	32.7	122	32.92	97				
97	209° 57'	32.7	122	32.92	98				
98	209° 57'	32.7	122	32.92	99				
99	209° 57'	32.7	122	32.92	100				
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101	209° 57'	32.7	122	32.92	102				
102	209° 57'	32.7	122	32.92	103				
103	209° 57'	32.7	122	32.92	104				
104	209° 57'	32.7	122	32.92	105				
105	209° 57'	32.7	122	32.92	106				
106	209° 57'	32.7	122	32.92	107				
107	209° 57'	32.7	122	32.92	108				
108	209° 57'	32.7	122	32.92	109				
109	209° 57'	32.7	122	32.92	110				
110	209° 57'	32.7	122	32.92	111				
111	209° 57'	32.7	122	32.92	112				
112	209° 57'	32.7	122	32.92	113				
113	209° 57'	32.7	122	32.92	114				
114	209° 57'	32.7	122	32.92	115				
115	209° 57'	32.7	122	32.92	116				
116	209° 57'	32.7	122	32.92	117				
117	209° 57'	32.7	122	32.92	118				
118	209° 57'	32.7	122	32.92	119				
119	209° 57'	32.7	122	32.92	120				
120	209° 57'	32.7	122	32.92	121				
121	209° 57'	32.7	122	32.92	122				
122	209° 57'	32.7	122	32.92	123				
123	209° 57'	32.7	122	32.92	124				
124	209° 57'	32.7	122	32.92	125				
125	209° 57'	32.7	122	32.92	126				
126	209° 57'	32.7	122	32.92	127				
127	209° 57'	32.7	122	32.92	128				
128	209° 57'	32.7	122	32.92	129				
129	209° 57'	32.7	122	32.92	130				
130	209° 57'	32.7	122	32.92	131				
131	209° 57'	32.7	122	32.92	132				
132	209° 57'	32.7	122	32.92	133				
133	209° 57'	32.7	122	32.92	134				
134	209° 57'	32.7	122	32.92	135				
135	209° 57'	32.7	122	32.92	136				
136	209° 57'	32.7	122	32.92	137				
137	209° 57'	32.7	122	32.92	138				
138	209° 57'	32.7	122	32.92	139				
139	209° 57'	32.7	122	32.92	140				
140	209° 57'	32.7	122	32.92	141				
141	209° 57'	32.7	122	32.92	142				
142	209° 57'	32.7	122	32.92	143				
143	209° 57'	32.7	122	32.92	144				
144	209° 57'	32.7	122	32.92	145				
145	209° 57'	32.7	122	32.92	146				
146	209° 57'	32.7	122	32.92	147				
147	209° 57'	32.7	122	32.92	148				
148	209° 57'	32.7	122	32.92	149				
149	209° 57'	32.7	122	32.92	150				
150	209° 57'	32.7	122	32.92	151				
151	209° 57'	32.7	122	32.92	152				
152	209° 57'	32.7	122	32.92	153				
153	209° 57'	32.7	122	32.92	154				
154	209° 57'	32.7	122	32.92	155				
155	209° 57'	32.7	122	32.92	156				
156	209° 57'	32.7	122	32.92	157				
157	209° 57'	32.7	122	32.92	158				
158	209° 57'	32.7	122	32.92	159				
159	209° 57'	32.7	122	32.92	160				
160	209° 57'	32.7	122	32.92	161				
161	209° 57'	32.7	122	32.92	162				
162	209° 57'	32.7	122	32.92	163				
163	209° 57'	32.7	122	32.92	164				
164	209° 57'	32.7	122	32.92	165				
165	209° 57'	32.7	122	32.92	166				
166	209° 57'	32.7	122	32.92	167				
167	209° 57'	32.7	122	32.92	168				
168	209° 57'	32.7	122	32.92	169				
169	209° 57'	32.7	122	32.92	170				
170	209° 57'	32.7							

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

• OFFICE USE ONLY

SCHEDULE OF CURVED BOUNDARIES										SCHEDULE OF SQUARES									
LINE	BEARING	DIST.	RADIUS	ARC	LINE	BEARING	DIST.	RADIUS	ARC	LINE	BEARING	DIST.	RADIUS	ARC					
1	25° 43' 30"	30.425	282.5	30.425	7	89° 57'	7.89	6.3	7.895	5	11° 30'	15.5	27.124	5					
2	25° 43' 30"	99.38	467.5	99.38	8	14° 6'	14.6	8.0	14.62	4	36° 57'	4.36	4.36	4					
3	39° 04' 30"	69.06	467.5	69.06	9	18° 28' 51"	18.285	8.0	18.285	6	201° 24' 30"	14	14	14					
4	39° 04' 30"	4.13	31.23	4.13	10	23° 00' 12"	23.005	12	23.005	7	135° 55'	17	17	17					
5	158° 14'	17.523	43.535	17.523	11	120° 00' 50"	25.315	14	25.315	8	216° 24' 30"	14	14	14					
6	158° 14'	17.523	43.535	17.523	12	120° 00' 50"	25.315	14	25.315	9	216° 24' 30"	14	14	14					
7	158° 14'	17.523	43.535	17.523	13	120° 00' 50"	25.315	14	25.315	10	64° 52'	4.36	4.36	4					
8	158° 14'	17.523	43.535	17.523	14	120° 00' 50"	25.315	14	25.315	11	142° 22'	4.36	4.36	4					
9	158° 14'	17.523	43.535	17.523	15	120° 00' 50"	25.315	14	25.315	12	186° 00' 12"	14	14	14					
10	164° 39' 20"	16.265	28	16.265	16	120° 00' 50"	25.315	14	25.315	13	6° 43' 50"	17	17	17					
11	120° 00' 50"	25.315	14	25.315	17	120° 00' 50"	25.315	14	25.315	14	186° 00' 12"	14	14	14					
12	120° 00' 50"	25.315	14	25.315	18	120° 00' 50"	25.315	14	25.315	15	6° 43' 50"	17	17	17					
13	120° 00' 50"	25.315	14	25.315	19	120° 00' 50"	25.315	14	25.315	16	186° 00' 12"	14	14	14					
14	120° 00' 50"	25.315	14	25.315	20	120° 00' 50"	25.315	14	25.315	17	6° 43' 50"	17	17	17					
15	120° 00' 50"	25.315	14	25.315	21	120° 00' 50"	25.315	14	25.315	18	186° 00' 12"	14	14	14					
16	120° 00' 50"	25.315	14	25.315	22	120° 00' 50"	25.315	14	25.315	19	6° 43' 50"	17	17	17					
17	120° 00' 50"	25.315	14	25.315	23	120° 00' 50"	25.315	14	25.315	20	186° 00' 12"	14	14	14					
18	120° 00' 50"	25.315	14	25.315	24	120° 00' 50"	25.315	14	25.315	21	6° 43' 50"	17	17	17					
19	120° 00' 50"	25.315	14	25.315	25	120° 00' 50"	25.315	14	25.315	22	186° 00' 12"	14	14	14					
20	120° 00' 50"	25.315	14	25.315	26	120° 00' 50"	25.315	14	25.315	23	6° 43' 50"	17	17	17					
21	120° 00' 50"	25.315	14	25.315	27	120° 00' 50"	25.315	14	25.315	24	186° 00' 12"	14	14	14					
22	120° 00' 50"	25.315	14	25.315	28	120° 00' 50"	25.315	14	25.315	25	6° 43' 50"	17	17	17					
23	120° 00' 50"	25.315	14	25.315	29	120° 00' 50"	25.315	14	25.315	26	186° 00' 12"	14	14	14					
24	120° 00' 50"	25.315	14	25.315	30	120° 00' 50"	25.315	14	25.315	27	6° 43' 50"	17	17	17					
25	120° 00' 50"	25.315	14	25.315	31	120° 00' 50"	25.315	14	25.315	28	186° 00' 12"	14	14	14					
26	120° 00' 50"	25.315	14	25.315	32	120° 00' 50"	25.315	14	25.315	29	6° 43' 50"	17	17	17					
27	120° 00' 50"	25.315	14	25.315	33	120° 00' 50"	25.315	14	25.315	30	186° 00' 12"	14	14	14					
28	120° 00' 50"	25.315	14	25.315	34	120° 00' 50"	25.315	14	25.315	31	6° 43' 50"	17	17	17					
29	120° 00' 50"	25.315	14	25.315	35	120° 00' 50"	25.315	14	25.315	32	186° 00' 12"	14	14	14					
30	120° 00' 50"	25.315	14	25.315	36	120° 00' 50"	25.315	14	25.315	33	6° 43' 50"	17	17	17					
31	114° 51'	20.445	400	21	148	39° 22'	35	282.5	35.02	32	124°	20	20	20					
32	114° 51'	20.445	400	21	148	39° 22'	35	282.5	35.02	33	124°	20	20	20					
33	209° 31'	17.985	63	18.045	60	277° 32'	37.5	37.5	20	34	24° 55'	79° 10'	79° 10'	79° 10'					



SCHEDULE OF BOUNDARIES				SCHEDULE OF CURVED BOUNDARIES				SCHEDULE OF PERMANENT MARKS			
LINE	BEARING	DIST.	LINE	BEARING	DIST.	RADIUS	ARC	NR	BEARING	FROM	DIST.
1	189° 08' 50"	26.77	2	190° 45' 30"	4.3	4.05	72	A	5° 26'	D.H.E.WING	6.675
2	178° 36'	19.965	3	179° 47' 50"	9.2	5.75	97	B	19° 50'	D.H.E.WING	7.165
3	136° 28' 20"	3.62	4	179° 47' 50"	8.1	8.8	96	C	23° 02'	D.H.E.WING	18.385
4	279° 10'	14.15	5	142° 30'	13.025	39	13.085	D	202° 04'	D.H.E.WING	9.715
5	356° 29'	18.94	6	126° 54'	17.025	32	17.085	E	163° 24'	D.H.E.WING	33.22
6	54° 07'	18	7	207° 40' 30"	17.015	20	18.465	F	272° 23'	D.H.E.WING	10.425
7	312° 30'	6.22	8	207° 40' 30"	12.965	10.775	14.005	G	272° 03'	D.H.E.WING	18.07
8	276° 00' 20"	50	9	317° 49' 40"	50.52	117.92	50.915	H	232° 19'	D.H.E.WING	9.385
9	276° 00' 20"	7.92	10	317° 49' 40"	20.21	104.48	20.21	I	32° 24'	D.H.E.WING	20.675
10	186° 00' 20"	25	11	317° 49' 40"	25.96	184.21	26	J	52°	D.H.E.WING	14.755
11	96° 00' 20"	21	12	317° 49' 40"	26.975	184.21	27	K	86° 10'	D.H.E.WING	1.515
12	18° 11'	21	13	317° 49' 40"	26.975	184.21	27	L	86° 10'	D.H.E.WING	0.75
13	27° 18' 11'	27	14	317° 49' 40"	26.975	184.21	27	M	86° 10'	D.H.E.WING	0.75
14	91° 11'	29	15	317° 49' 40"	26.975	184.21	27	N	86° 10'	D.H.E.WING	0.75
15	142° 00' 20"	25	16	317° 49' 40"	26.975	184.21	27	O	86° 10'	D.H.E.WING	0.75
16	142° 00' 20"	25	17	317° 49' 40"	26.975	184.21	27	P	86° 10'	D.H.E.WING	0.75
17	142° 00' 20"	25	18	317° 49' 40"	26.975	184.21	27	Q	86° 10'	D.H.E.WING	0.75
18	142° 00' 20"	25	19	317° 49' 40"	26.975	184.21	27	R	86° 10'	D.H.E.WING	0.75
19	142° 00' 20"	25	20	317° 49' 40"	26.975	184.21	27	S	86° 10'	D.H.E.WING	0.75
20	142° 00' 20"	25	21	317° 49' 40"	26.975	184.21	27	T	86° 10'	D.H.E.WING	0.75
21	142° 00' 20"	25	22	317° 49' 40"	26.975	184.21	27	U	86° 10'	D.H.E.WING	0.75
22	142° 00' 20"	25	23	317° 49' 40"	26.975	184.21	27	V	86° 10'	D.H.E.WING	0.75
23	142° 00' 20"	25	24	317° 49' 40"	26.975	184.21	27	W	86° 10'	D.H.E.WING	0.75
24	142° 00' 20"	25	25	317° 49' 40"	26.975	184.21	27	X	86° 10'	D.H.E.WING	0.75
25	142° 00' 20"	25	26	317° 49' 40"	26.975	184.21	27	Y	86° 10'	D.H.E.WING	0.75
26	142° 00' 20"	25	27	317° 49' 40"	26.975	184.21	27	Z	86° 10'	D.H.E.WING	0.75

Reduction Ratio 1: 2000
Lengths are in metres

Signatures and seals only.

23 February, 1983.

of the plan of 4
Sheets covered by my Certificate No.
10/83.
of 9th MARCH, 1983.

Surveyor registered under Surveyors Act 1929.

D.P. 264297

Registered 29.9.1983

This is sheet 4 of my plan in 4 sheets
dated 9th MARCH, 1983.

Surveyor

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

Lengths in metres

(Page 1 of 6 pages)

PART 1

Plan: DP264297 (E)

Plan of Subdivision of Lot 466 in D.P.
264043 covered by Council Clerk's
Certificate No. 10/83 of the 9th March,
1983.

Full name and address of
registered proprietor of
the land:

The Council of the City of Bathurst
Civic Centre, Russell Street,
Bathurst

The Bathurst-Orange Development
Corporation, 247 Anson Street, Orange

1. Identity of easement
firstly referred to in
the abovementioned

Plan: Easement for electrical sub-station.

Schedule of Lots Affected

Lot burdened

Authority Benefited

Lot 31

Southern Mitchell County Council.

2. Identity of easement
secondly referred to in
the abovementioned

Plan: Easement to drain water 3 wide.

Schedule of Lots Affected

Lots burdened

Authority Benefited

Lots 15,16,17,18,19,20,
21,31,32,33,34,35,36,38,
39,40,41,55,56,57

The Council of the City of Bathurst

3. Identity of restriction
thirdly referred to in
the abovementioned

Plan: Restriction as to User.

Schedule of Lots Affected

Lots burdened

Lots Benefited

Lots 1-57 inclusive

Every other Lot.

4.12.2018



LOTS ADDED TO ITEM 2 VIDE - REQUESTS AN788304, AN893046, AN893047 & 2018-1429

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

Lengths in metres

(Page 2 of 6 pages)

DP264297
Plan:

Plan of Subdivision of Lot 466 in D.P.
264043 covered by Council Clerk's
Certificate No. 10/83 of the 9th March,
1983.

4. Identity of restriction
fourthly referred to in
the abovementioned
Plan:

Restriction as to User.

Schedule of Lots Affected

Lots burdened

Lots Benefited

Lots 1-63 inclusive

Every adjoining Lot. in D.P. 264297

PART 2

Terms of easement firstly referred to in the abovementioned Plan

Full and free right for the Southern Mitchell
County Council its successors and assigns
and every person authorised by it from time
to time and at all times to conduct electricity
through the land herein indicated as the lot
burdened together with the right to use for
the purpose of the easement any wires or other
conducting medium already laid within the lot
burdened or any wires or other conducting
medium in replacement or in substitution
therefor and where no such wires or other
conducting medium exists to lay place and
maintain wires or other conducting medium
beneath or upon the surface of the lot burdened
and to install and maintain such electrical
apparatus instruments machinery conductors
resisters and other equipment as may be
necessary for the purpose of an electrical
sub-station to be used for the control of
electrical currents or voltages and for the
purpose of distributing electricity of any
voltage or current throughout the electrical
network maintained by Southern Mitchell County
Council together with the right for Southern
Mitchell County Council and every person



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

Lengths in metres

(Page 3 of 6 pages)

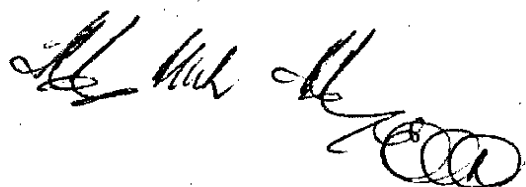
Plan: DP264297

Plan of Subdivision of Lot 466 in D.P.
264043 covered by Council Clerk's
Certificate No. 10/83 of the 9th March,
1983.

authorised by it with tools implements or
machinery necessary for the purpose to enter
upon the lot burdened and to remain there
for any reasonable time for the purpose of
erecting inspecting cleansing repairing
maintaining or renewing such wires conductors
apparatus instruments resisters machinery or
equipment or any part thereof and for any of
the aforesaid purposes to open the soil of the
lot burdened to such extent as may be necessary
provided that Southern Mitchell County Council
and the persons authorised by it will take all
reasonable precautions to ensure as little
disturbance as possible to the surface of the
lot burdened and will restore that surface as
nearly as practicable to its original condition
and will take all reasonable precautions to
prevent the escape of electricity.

Terms of restrictions as to user thirdly referred to in abovementioned Plan

- (a) The main building erected on each lot
burdened shall not be used otherwise
than for residential purposes.
- (b) The main building erected on each lot
burdened shall not have an internal floor
area of less than 90 square metres.
- (c) No main building or garage shall be
erected on each lot burdened having
external walls constructed of material
other than brick, stone or timber or a
combination thereof and where other than
brick or stone is used it shall not be
used other than as a feature and shall
not comprise more than 10% of the total
wall area. The roof to such main building
or garage shall not be of material other
than terra cotta or concrete tiles.

Handwritten signature and initials in black ink, located at the bottom of the page. The signature appears to be 'H. H. H.' followed by a large, stylized 'H' or 'H' with a circle around it.

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

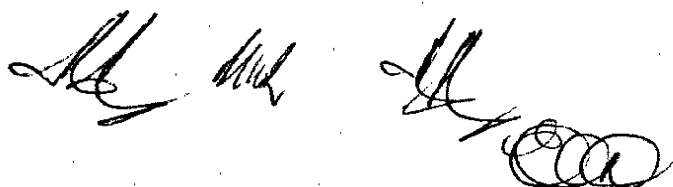
Lengths in metres

(Page 4 of 6 pages)

Plan: DP264297

Plan of Subdivision of Lot 466 in D.P.
264043 covered by Council Clerk's
Certificate No. 10/83 of the 9th March,
1983.

- (d) No wall of any main building erected on each lot burdened shall be constructed within 1.6 metres of either side boundary.
- (e) No trees higher than 4 metres on each lot burdened shall be destroyed or removed without the prior written consent of the Council of the City of Bathurst.
- (f) No caravans or trailers or unregistered vehicles shall be parked or placed on each lot burdened.
- (g) Except during the course of construction of buildings on each lot burdened no shed or machinery, metal, tiles, timber, bricks or any other building material shall be placed on the land between the building alignment and the street.
- (h) Vehicular access to each lot burdened shall not be otherwise than from the public road fronting the lot.
- (i) No electricity connection shall be made to each lot burdened unless it be placed underground to the satisfaction of the Southern Mitchell County Council.
- (j) No telephone connection shall be made to each lot burdened unless it be placed underground to the satisfaction of the Australian Telecommunications Commission.
- (k) Where common drainage lines are constructed within each lot burdened no roof or surface water shall be drained from the land otherwise than directly into such common drainage lines at the connection points provided.



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

Lengths in metres

(Page 5 of 6 pages)

Plan: DP264297

Plan of Subdivision of Lot 466 in D.P.
264043 covered by Council Clerk's
Certificate No. 10/83 of the 9th March,
1983.

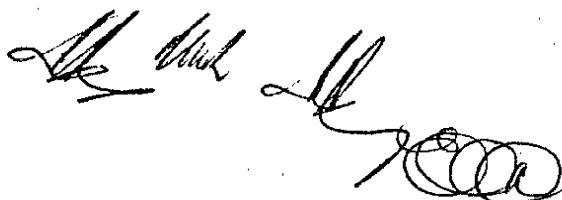
- (l) Except during the course of construction of buildings, no advertising hoarding or signs shall be displayed or erected on each lot burdened.
- (m) Each lot burdened shall not be further subdivided.
- (n) No fence shall be erected on the side or rear boundaries of each Lot burdened to a height greater than 1800 mm.
- (o) No fence shall be erected on each lot burdened closer to the street frontage than either the line of the wall of any building closest to and facing that street or 6 metres whichever distance is the greater.

Terms of restrictions as to user fourthly referred to in abovementioned Plan

Wherever the Council of the City of Bathurst or the Bathurst-Orange Development Corporation their respective successors or assigns other than purchasers on sale remain the registered proprietor of a lot benefited no fence shall be erected on a lot burdened so as to divide it from a lot benefited without the consent in writing of the registered proprietor of the lot benefited but such consent shall not be withheld if such fence is erected without expense to the registered proprietor of the lot benefited and in favour of any person dealing with the registered proprietor for the time being of the lot burdened such consent shall be deemed to have been given in respect of every such fence for the time being erected.

Name of authority empowered to release, vary or modify restriction as to user
thirdly referred to in the abovementioned Plan:

Council of the City of Bathurst

A handwritten signature in dark ink, followed by a circular official stamp. The signature appears to be 'J. J. [unclear]'. The stamp is partially obscured by the signature and contains some illegible text.

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

Lengths in metres

(Page 6 of 6 pages)

Plan: DP264297

Plan of Subdivision of Lot 466 in D.P.
264043 covered by Council Clerk's
Certificate No. 10/83 of the 9th March,
1983.

Name of authority empowered to release, vary or modify restriction as
to user fourthly referred to in the abovementioned Plan:

The registered proprietor being the Council
of the City of Bathurst or Bathurst-Orange
Development Corporation of the Lot or Lots
benefited.

DATED this 23rd day of May 1983.

The Common Seal of the Council of the)
City of Bathurst, Proprietor, was)
hereunto affixed in pursuance of a)
resolution of the Council)

Passed on 23rd February 1983)

Mayor *[Signature]*)

Town Clerk *[Signature]*)

Signed in my presence by John Raymond)
Roberts who is personally known to me:)

[Signature])

Signature of Witness)

..ERIC..CHARLES..NEVILLE.....)

Name of Witness)

..JUSTICE..OF..THE..PEACE....)

Qualification of Witness)

Signed for the Bathurst-Orange
Development Corporation,
Proprietor

[Signature]
.....
Delegate of the Corporation

[Signature] *[Signature]*

INSTRUMENT SETTING OUT INTERESTS CREATED

PURSUANT TO SECTION 88B, CONVEYANCING ACT,

1919, LODGED WITH

DP264297

29 9 1983





Certificate Issue Date: 13 May 2025

Applicant:

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

158 Russell Street
Private Mail Bag 17
BATHURST NSW 2795
Ph: 02 6333 6111
council@bathurst.nsw.gov.au

Application No: 60155
Certificate No: 10.7/29039
Applicant Reference: 511860

Property: 56 Colville Street WINDRADYNE 2795
Description: Lot: 10 DP: 1165068
Parcel No: 88637

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT.

1. Names of relevant planning instruments and development control plans

The names of:

- (1) each environmental planning instrument that applies to the carrying out of development on the land:

Bathurst Regional Local Environmental Plan 2014

The following State Environmental Planning Policies (SEPP) apply to the Bathurst Regional LGA:

SEPP (Biodiversity and Conservation) 2021

SEPP (Sustainable Buildings) 2022

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Industry and Employment) 2021

SEPP (Planning Systems) 2021

SEPP (Precincts – Regional) 2021

SEPP (Primary Production) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Resources and Energy) 2021

SEPP (Transport and Infrastructure) 2021

- (2) each development control plan that applies to the carrying out of development on the land:

Bathurst Regional Development Control Plan 2014

- (3) each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land:

There are currently no draft Environmental Planning Instruments or draft Development Control Plans that apply to the land.

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described:

- (a) the identity of the zone;

Zone E1 Local Centre

Objectives of zone

- To provide a range of retail, business and community uses that serve the needs of people who live, work or visit the area.
- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To promote development of a suitable scale that is compatible with the role of the Bathurst Central Business District as the primary retail and business centre in the region.

- (b) the purposes for which development in the zone:

- (i) may be carried out without development consent:

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

- (ii) may not be carried out except with development consent:

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home industries; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Waste or resource transfer stations; Any other development not specified in item (i) and (iii)

- (iii) is prohibited:

Agriculture; Air transport facilities; Animal boarding or training facilities; Camping grounds; Caravan parks; Cemeteries; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Mortuaries; Open cut mining; Restricted premises; Roadside stalls; Rural industries; Rural workers' dwellings; Sex services premises; Storage premises; Transport depots; Truck depots; Warehouse or distribution centres; Waste or resource management facilities; Wholesale supplies

- (c) whether additional permitted uses apply to the land:
No.
- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:
No.
- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:
No.
- (f) whether the land is in a conservation area (however described):
The land to which the certificate relates is not in a conservation area.
- (g) whether an item of environmental heritage (however described) is located on the land:
The land to which the certificate relates does not contain an item of environmental heritage.

3. Contributions plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:
Bathurst Regional Community Facilities
Roadworks - New Residential Subdivisions

Sawpit Creek (East) Stormwater Drainage Management
- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4:
No.
- (3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.
The subject land is not within a special contributions area.

4. Complying development

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

- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.
Yes, there are code variations for the Bathurst Regional local government area.

5. Exempt development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A:
Yes.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause:
Not applicable.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that:
(a) a restriction applies to the land, but it may not apply to all of the land, and
(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
Not applicable, see above.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land:
Yes.

6. Affected building notices and building product rectification order

- (1) Whether the council is aware that:
(a) an affected building notice is in force in relation to the land; or
(b) a building product rectification order is in force in relation to the land that has not been fully complied with; or
(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this section:

affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

Council is not aware of any affected building notice or building product rectification order that applies to the subject land.

7. Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15:

No.

8. Road widening and road realignment

Whether the land is affected by road widening or road realignment under:

- (a) the *Roads Act 1993*, Part 3, Division 2, or

- (b) an environmental planning instrument, or
 - (c) a resolution of the council.
- No.

9. Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

The land to which the certificate relates is not within a flood planning area identified under the Bathurst Regional Development Control Plan 2014 and therefore is not subject to flood related development controls.

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No.

- (3) In this section—

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10. Council and other public authority policies on hazard risk restrictions

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Contaminated Land Management Policy Information:

The land to which the certificate relates is not affected by Council's Contaminated Land Policy.

Other Policy Information:

The land to which the certificate relates is not affected by any other Council or public authority's policy.

- (2) In this section:

adopted policy means a policy adopted:

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3:

No, the land to which the certificate relates is not identified as bushfire prone.

12. Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division:

No.

13. Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*:

No.

14. Paper subdivision information

- (1) The name of a development plan adopted by a relevant authority that:
 - (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.
- (2) The date of a subdivision order that applies to the land.

There are no paper subdivisions within the Bathurst Regional local government area.

15. Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act:
Council is not aware of any property vegetation plans affecting the land to which the certificate relates.

16. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5:

Note: Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

Council is not aware of any biodiversity stewardship agreements affecting the land to which the certificate relates.

17. Biodiversity certified land

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8:

Note: Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

No. The land is not identified as Biodiversity Certified Land.

18. Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land:

No.

19. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

- (1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.
- (2) In this section:

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note: Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

Bathurst Regional Council is not a Coastal Council.

20. Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is:

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 does not apply to the Bathurst Regional LGA.

21. Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2):

Not applicable.

22. Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate:

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the Department.

Not applicable.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

Not applicable.

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

Not applicable.

- (4) In this section:

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23. Water or sewerage service

Whether water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

No.

Note 1:

The following matters are prescribed by Section 59(2) of the *Contaminated Land Management Act 1997*

as additional matters that are to be specified in a planning certificate:

- (a) Is the land (or part of the land) to which the certificate relates **significantly contaminated land** within the meaning of the *Contaminated Land Management Act 1997*?

Council has not received notification that the land to which this certificate relates is significantly contaminated land under the Contaminated Land Management Act 1997.

- (b) Is the land to which the certificate relates subject to a **management order** within the meaning of the *Contaminated Land Management Act 1997*?

Council has not received notification that the land to which this certificate relates is subject to a management order under the Contaminated Land Management Act 1997.

- (c) Is the land to which the certificate relates the subject of an **approved voluntary management proposal** within the meaning of the *Contaminated Land Management Act 1997*?

Council has not received notification that the land to which this certificate relates is subject to an approved voluntary management proposal under the Contaminated Land Management Act 1997.

- (d) Is the land to which the certificate relates the subject to an **ongoing maintenance order** within the meaning of the *Contaminated Land Management Act 1997*?

Council has not received notification that the land to which this certificate relates is subject to an ongoing maintenance order under the Contaminated Land Management Act 1997.

- (e) Is the land to which the certificate relates the subject of a **site audit statement** within the meaning of the *Contaminated Land Management Act 1979*?

Council has not received a Site Audit Statement that relates to the land.

Note 2:

The following matters are prescribed by Section 10 of the *Water Supply (Critical Needs) Act 2019* as additional matters that are to be specified in a planning certificate:

- (a) Is the land (or part of the land) to which the certificate relates land where any development to which the authorisation relates is to be carried out within the meaning of the *Water Supply (Critical Needs) Act 2019*?

No.

Note 3:

The following matters are prescribed by Section 202C of the *Local Government Act 1993* as additional matters that are to be specified in a planning certificate:

- (a) is the land within a **special entertainment precinct** within the meaning of the *Local Government Act 1993*?

No.

D. Sherley
GENERAL MANAGER
Bathurst Regional Council

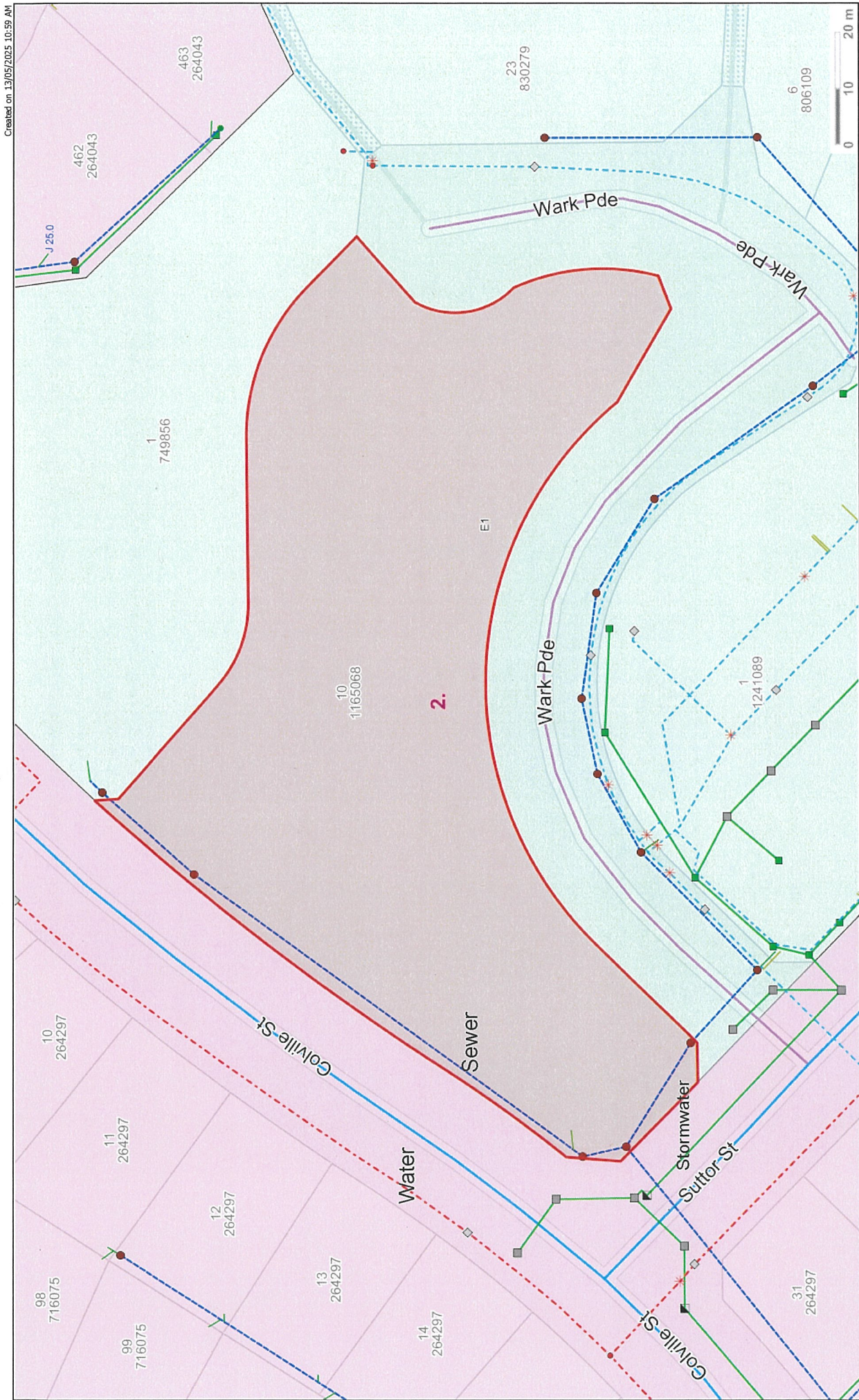
Per:



Maree Neary

13 May 2025

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BATHURST REGIONAL COUNCIL
Bathurst Regional Council
158 Russell Street
BATHURST NSW 2795
Telephone 02 6333 6111
Email council@bathurst.nsw.gov.au

Important Notice!
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Drawn By: Derby Elms
Date: 13/05/2025
Projection: # GDA94 / MGA zone 55
Map Scale: 1:900 @ A4



Revenue

Enquiry ID	4332237
Agent ID	81429403
Issue Date	12 May 2025
Correspondence ID	1808283384
Your reference	511860

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1165068/10	56 COLVILLE ST WINDRADYNE 2795	\$1 266 667	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.