

# Contract for the sale and purchase of land 2019 edition

| TERM  | MEANING OF TERM   | NSW DAN:   |
|---|---|--|
| vendor's agent                                      | GRAYS ONLINE  | phone<br>fax<br>ref  |
| co-agent  | Not Applicable  | phone<br>fax<br>ref  |
| vendor  | <b>JOSEPH MOIT and AMY MOIT and RITA MOIT and GEORGE MOIT</b><br>897 Old Northern Road, Dural, NSW  |  |
| vendor's solicitor                                  | <b>LOW DOHERTY &amp; STRATFORD</b><br>9 Campbell Street, Blacktown NSW 2148<br>PO Box 147, Blacktown NSW 2148   | phone (02) 9622 4644<br>fax (02) 9831 2037<br>ref GPD:13005318 pjm |
| date for completion                                 | 42nd day after the contract date (clause 15)  |  |
| land<br>(address, plan details and title reference) | <b>24 MONTEFIORES STREET, MONTEFIORES</b><br>Registered Plan: Lot 1 & 2 in Deposited Plan 1115930<br><b>Folio Identifier 1/1115930 and 2/1115930</b><br><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<br><input checked="" type="checkbox"/> none <input type="checkbox"/> other: |  |
| attached copies                                     | <input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered:<br><input checked="" type="checkbox"/> other documents: see item 58 in the List of Documents  |  |

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

|                                      |   |  |   |  |
|--------------------------------------|---|--|---|--|
| inclusions                           | <input type="checkbox"/> blinds             | <input type="checkbox"/> dishwasher            | <input type="checkbox"/> light fittings | <input type="checkbox"/> stove                   |
|                                      | <input type="checkbox"/> built-in wardrobes | <input type="checkbox"/> fixed floor coverings | <input type="checkbox"/> range hood     | <input type="checkbox"/> pool equipment          |
|                                      | <input type="checkbox"/> clothes line       | <input type="checkbox"/> insect screens        | <input type="checkbox"/> solar panels   | <input type="checkbox"/> TV antenna              |
|                                      | <input type="checkbox"/> curtains           | <input type="checkbox"/> other:                |   |  |
| exclusions                           |   |  |   |  |
| purchaser                            |   |  |   |  |
| purchaser's                          |   |  |   | phone  |
| <input type="checkbox"/> solicitor   |   |  |   | fax  |
| <input type="checkbox"/> conveyancer |   |  |   | ref  |
| price                                | \$  |  |   | <b>exclusive of GST</b>                          |
| deposit                              | \$  |  |   | (10% of the price, unless otherwise stated)      |
| balance                              | \$  |  |   |  |
| contract date                        |   |  |   | (if not stated, the date this contract was made) |

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS  tenants in common  in unequal shares

witness

**Choices**

Vendor agrees to accept a **deposit bond** (clause 3)  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

**Electronic transaction** (clause 30)  no  YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

\*\*\*ELN1\*\*\*

Parties agree that the deposit be invested (clause 2.9)  NO  yes

**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable  NO  yes

GST: Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

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

Purchaser must make an *GSTRW payment*: (residential withholding payment)  NO  yes

(if yes, vendor must provide further details)

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

***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 email address:

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 *GSTRW rate* (residential withholding rate): \$

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

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

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

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

## List of Documents

|  |  |
|--|--|
| <p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate (Environmental Planning and Assessment Act 1979)</p> <p><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input type="checkbox"/> 23 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p> | <p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 32 property certificate for strata common property</p> <p><input type="checkbox"/> 33 plan creating strata common property</p> <p><input type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p><b>Other</b></p> <p><input checked="" type="checkbox"/> 58 Other:<br/>DA 2015/016</p> |
|--|--|

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

## CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 *Property, Stock and Business Agents Act 2002*:

- (1). The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person
  - (g) A bid cannot be made or accepted after the fall of the hammer
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale
- (2). The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a). All bidders must be registered in the Bidders Record and display an identifying number when making a bid
  - (b). One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c). When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer

## SPECIAL CONDITIONS

32. The Purchaser acknowledges that he does not rely on any other letter, document, correspondence or representation whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this Contract.
33. (a) Without in any manner negating limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity, had this Clause not been included herein, should the either party prior to completion die or become mentally ill, then the other party may rescind the within Contract by notice in writing forwarded to the first mentioned party's Solicitor or Conveyancer named herein and thereupon the within Contract shall be at an end and the provisions of Clause 19 hereof shall apply.  
  
(b) If the Purchaser should be declared bankrupt or enter into any scheme or arrangement or make any assignment for the benefit of Creditors or being a Company resolve to go into liquidation or have a petition for the winding up of the Purchaser presented or enter into any scheme or arrangements with its creditors under Part 7 of the Companies Act, 1916 (as amended) or should any liquidator receiver or official manager be appointed in respect of the Purchaser then the Purchaser shall be deemed to be in default hereunder.
34. The Purchaser acknowledges that he has inspected any and all improvements erected upon the subject property and accepts same in its present condition and state of repair and the Purchaser shall not make any objection, requisition, claim for compensation or purport to rescind this Contract due to the condition or state of repair of any said improvements.
35. If a Survey Report is included in this Contract, the Purchaser acknowledges that he has perused same and shall not be entitled to make any objection, requisition or claim for compensation in respect of any matter or thing disclosed therein or arising therefrom.
36. Should a swimming pool be situate on the subject property then the Purchaser accepts the swimming pool, its surrounds and any fencing in their present condition and state of repair and will not be entitled to make any objections, requisitions or claim for compensation in relation thereto. In particular, notwithstanding any notices that may issue from any competent authority, the Purchaser shall not be entitled to require any rectification work to be carried out to any existing pool fence or the construction of a pool fence if no pool fence is in existence. The Purchaser shall be obliged to comply with any notices relating to pool fencing or associated matters.
37. (a) In the event that the Vendor agrees that the Purchaser can pay the deposit by instalments, then it is agreed that the deposit shall be paid as follows:

- (i) An amount agreed as the first instalment of the deposit as at the date of this Contract; and
    - (ii) The balance upon completion of this Contract.
  - (b) In the event that the Purchaser is in default under this Contract and the Vendor terminates this Contract due to the default of the Purchaser, then the Purchaser shall forthwith become liable to pay to the Vendor the balance of the deposit payable so that the Purchaser has paid a deposit equal to ten (10%) per cent of the purchase price. The Vendor shall be entitled to recover the balance of the deposit payable from the Purchaser as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary.
38. Particulars of the Vendor's title are as contained in the Contract and the Vendor shall not be required to furnish particulars of title after exchange of Contracts.
39. For the purposes of Clause 15 a "Notice to Complete" shall mean a notice requiring the other party to complete this Contract within fourteen (14) days of the date of service of the Notice. The Vendor and Purchaser acknowledge and agree that the serving of such a Notice shall for all purposes make the time for the obligation of the parties to complete this Contract of the essence and further that the period of fourteen (14) days shall in all circumstances be reasonable and sufficient notice. Notwithstanding any other clause herein, service of such Notice may be effected by facsimile transmission and shall be deemed to be served on the day the facsimile transmission has been completed. The issuing party shall be entitled to withdraw the said notice at any time and thereafter at its option be entitled to issue a further notice.
40. The Purchaser acknowledges that should the Vendor purchase another property and require a release of the deposit paid hereunder then the Purchaser hereby authorises the stakeholder herein to release the deposit to the Vendor's Solicitors or as they shall direct.
41. (a) If for any reason not solely attributable to the Vendor the balance of the purchase moneys shall not be paid by the Purchaser to the Vendor by the completion date the Purchaser shall on completion pay by way of liquidated damages the sum equal to the rate of twelve per centum (12%) per annum on the said balance from the completion date until actual completion without prejudice to any of the Vendor's rights herein. It is an essential term of this Contract that interest be paid on settlement.
- (b) Should the Vendor issue a Notice to Complete due to the Purchaser not completing this Contract by the completion date then the Vendor's solicitors shall be entitled to charge the Purchaser \$330.00 for the costs and expenses of same. It is an essential term of this Contract that this sum be paid on settlement.

42. The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed and the attached Section 149 certificate may be inaccurate in respect of those matters.
43. (a) Clause 7.1.1 of this Contract is deleted.
- (b) Clause 8.1 – the words “on reasonable grounds” are deleted;
- (c) Clause 11.2 of this Contract is deleted;
- (d) Clause 16.5 of this Contract, the words “plus another 20% of that fee” are deleted;
- (e) Clause 16.8 of this Contract is deleted;
- (f) Clause 23.13 of this Contract is deleted and replaced with:
- “The Vendor shall not be liable or required to apply for a Certificate under Section 184 or a Certificate under section 26 of the aforementioned acts. The Vendor authorises the Purchaser to obtain any of the aforementioned certificates.”
44. The Purchaser confirms and warrants to the Vendor that the Purchaser does not require credit to purchase the subject property or has obtained approval for credit to finance the purchase of the property, the subject of this Contract on terms which are reasonable to the Purchaser. The Purchaser acknowledges that as a consequence of this disclosure, this Contract cannot be subject to termination pursuant to Section 124(1) of the Consumer Credit (New South Wales) Act 1995.
45. The Vendor shall be deemed to have complied with its obligations pursuant to Clause 5 if it supplies answers to requisitions on title in the form attached hereto.
46. The Purchaser warrants that he was not introduced to the property by or through any real estate agent other than the Agent named in this Contract. The Purchaser hereby indemnifies and shall keep indemnified the Vendor from and against any and all liability, claims, demands, actions, suits, loss, damages, costs and expenses (including legal costs) incurred or suffered by or made against the Vendor at any time in respect of any breach of this warranty. This clause shall not merge on completion.
47. Notwithstanding any other clause or provision of this Contract for the purposes of adjusting State Land Tax the Vendor shall be entitled to adjust land tax on the basis of the full amount actually paid in respect of the subject property not taking into account any concessions or other allowances that may be applicable. If completion does not take place by the completion date and in the land tax year that completion is due, the Vendor shall be entitled to a land tax adjustment for the following land tax year.

48. Should the Vendor accept a Deposit Bond, then the following special condition will apply:
- (a) In this Contract the word "Bond" means a Bond issued to the Vendor at the request of the Purchaser by an insurance company approved by the Vendor (hereinafter called "the Guarantor").
  - (b) Subject to paragraphs (c) and (d) below, the delivery of the Bond, upon or before the making of this Contract to the Vendor's solicitor shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
  - (c) The Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor.
  - (d) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit then to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this Contract to hold the deposit.
  - (e) The Vendor acknowledges that payment by the Guarantor under the Bond shall to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under paragraph (d) above.
  - (f) The Purchaser hereby directs that the proceeds of any forfeited bond shall be paid direct to the Vendor, not to any agent, if any, named in the Contract for Sale herein.
  - (g) If the Deposit Guarantee Bond has an expiry date, and completion of the Contract for Sale is not effected by the expiry date of the Bond, then the Purchaser hereby undertakes to obtain, at its own expense, a satisfactory replacement Deposit Guarantee Bond with an expiry period of not less than the original Deposit Guarantee Bond. The Purchaser must provide the replacement Deposit Guarantee Bond to the Vendor at least two (2) weeks prior to the expiry date of the original Bond or the Purchaser shall be deemed to be in breach of this Contract for Sale.
49. Should completion of this Contract for Sale be delayed beyond the Completion Date of this Contract for Sale due to default on the part of the Purchaser, then the Adjustment date shall be deemed to be the Completion Date.



**50. Foreign resident Capital Gains Withholding**

50.1 In the event that this sale is of a property with a value of \$750,000.00 or more then this special condition shall apply.

**50.2 Clearance Certificate or Variation**

(a) Upon execution of this Contract, the Vendor must immediately advise the Purchaser whether a clearance certificate or variation notice from the Australian Tax office will be provided.

(b) A clearance certificate or variation must be given at least seven (7) days prior to settlement.

**50.3 Withholding and Remission of Payment**

(a) If the Vendor gives a clearance certificate, the Purchaser must not withhold any amount on account of CGT withholding tax.

(b) If the Vendor gives the Purchaser a variation notice, the purchaser must withhold the amount specified in that notice.

(c) In the event that the Vendor does not provide the Purchaser with a clearance certificate or a variation notice prior to settlement, then the Purchaser must withhold 12.5% of the purchase price on account of the CGT withholding tax.

(d) The Purchaser must remit to the Australian Tax Office any amount withheld on account of the CGT withholding tax as soon as possible following settlement.

**51. Service by email**

(a) In addition to the provisions of Clause 20.6, a notice or document will be validly served if sent by email to the Receiving Party's email address and the serving Party's email indicates no error in transmission.

(b) "Receiving Party's email" means the email address of a party or a party's Solicitor or Conveyancer whether such email address appears on this Contract or is advertised by the Receiving Party or appears on correspondence from that Receiving Party or is made known by the Receiving Party or otherwise.

(c) Service shall be effective at the time of the email except where the time of dispatch is not before 1700 hours (local time) on a day on which business is generally carried on in the place to which such notice or document is sent, in which case the notice or document shall be deemed to have been received by the Receiving Party at the commencement of business on the next such day in that place.

**52. New Year Period**

Notwithstanding any other Clause, the vendor may at its discretion not be required to complete settlement between 23 December of any year and 16 January of the following year (both dates inclusive).

53. The Purchaser will pay in addition to the purchase price the GST payable by the Vendor in relation to the sale. This GST will be payable to the Vendor on completion and the Vendor will provide a tax invoice to the Purchaser.

**GUARANTEE AND INDEMNITY**

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We/I the Guarantors whose names addresses and descriptions are set out in the Schedule hereto (hereinafter called "the Guarantors") in consideration of the within names Vendor selling to the within names Purchaser at our request the property described in the within Contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any terms or condition of the within Contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit residue of purchase money interest charges or other moneys which shall then be due and payable to the Vendor and as a separate and independent obligation will further jointly and severally undertake to keep the Vendor indemnified against all loss of purchase money interest and other moneys payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid or repudiation on the part of the Purchaser. The Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by any neglect of forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or the performances of observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executor or administrators.

**SCHEDULE**

|                        |                   |
|------------------------|-------------------|
| .....                  | .....             |
| Signature of Guarantor | Name of Guarantor |

.....  
 Address of Guarantor

|                        |                           |
|------------------------|---------------------------|
| Director/Secretary of: | .....                     |
|                        | Name of Purchaser Company |

|                           |   |       |
|---------------------------|---|-------|
| SIGNED SEALED & DELIVERED | ) |       |
| By the said               | ) | ..... |
| In the presence of:       | ) |       |

.....

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

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### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948(NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the Local Government Act (NSW), the Environmental Planning and Assessment Act 1979 (NSW) and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;

- (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations**
20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



Collected by: Doherty Smith & Associates  
1/10/15  
- Sub Cert App.  
- Plans x 1 set

Wellington Council  
Cnr Nanima Cres & Warne St  
PO Box 62  
WELLINGTON NSW 2820  
Phone: (02) 6840 1700  
Fax: (02) 6840 1791  
mail@wellington.nsw.gov.au

30 September 2015

Development Application Number: 2015/016

Mr Michael Salecich  
C/- Doherty Smith & Associates  
P O Box 87  
WELLINGTON NSW 2820

**NOTICE OF DETERMINATION OF A DEVELOPMENT APPLICATION**  
*Issued under the Environmental Planning and Assessment Act 1979 section 81(1)*

**DESCRIPTION OF DEVELOPMENT**

Land to be developed: LOT: 1 DP: 1115930, LOT: 2 DP: 1115930  
3 Jasmine (proposed) Place MONTEFIORES 2820  
Proposed Development: 36 Lot Subdivision and a road opening

**DEFERRED COMMENCEMENT AND STAGED DEVELOPMENT CONSENT**

**DETERMINATION**

Date on which the determination was made: 23 September 2015  
Date from which the consent operates: The date Part A of the consent is satisfied and formal notice of such satisfaction is received from Council *see note 1*

Date on which the consent expires: 23 September 2020 *see note 2*

Consent is granted subject to the compliance with the conditions listed below and adherence to the requirements of the Environmental Planning and Assessment Act 1979 and Regulation thereunder.  
(including section 94 conditions *see note 3*  
and relevant prescribed conditions) *see note 4*

Please read the following conditions carefully as failure to comply with these conditions may result in orders or notices being served upon you for any non compliance.

**CONDITIONS OF APPROVAL:**

**PART A: CONDITIONS THAT MUST BE SATISFIED BEFORE THIS CONSENT CAN OPERATE:**

- (1) A detailed stormwater management strategy is approved by Council that achieves the following:
  - a) full allowance ( including grades and easements) to direct all stormwater runoff from lot 11 DP 844379, Lot 1 DP 130724 and Lot 22 DP 658633 and the Mitchell Highway to the proposed detention basin, including proof of adequate grades in the subdivision road system.
  - b) Design to address all requirements of Condition 29.
  - c) A strategy for interim management of overflows up to 1%AEP estimated stormwater events from the detention basin and via the existing easement 18 wide for drainage, to safely discharge into the developed stormwater drainage system in Melaleuca Drive.
  - d) Resolution of a Planning Agreement between Council and the benefiting owners as to the proportion of contributions payable for the development of the drainage scheme.

- e) All necessary easements identified within the strategy to ensure legal and practical maintenance access for Council.
- f) A detailed plan of the lot filling proposals to ensure a lot arrangement that drains to the street pattern.
- g) Adequate arrangements for ensuring a safe discharge of stormwater from Jasmine Place to the Macquarie River.
- h) A staging plan of works to address the elements of the strategy to be implemented at each of the 3 stages
- i) The Stormwater Strategy to be prepared at the Developer's full cost.

*Reason: To ensure a proper drainage scheme can be provided for the estate.*

- (2) Written evidence of the agreement of the owners of Lot 11 DP 844379, Lot 1 DP 130724 and Lot 22 DP 658633 to the road closures proposed in the application.

*Reason: This consent would require road closures and Council needs to see evidence the consenting parties to closure are supportive.*

- (3) A sewer strategy for the subdivision that demonstrates all Council's technical requirements can be met to drain sewage to an acceptable point in the existing network. Such Strategy to be prepared at the developer's full cost and detail the works required for each of the three proposed stages.

*Reason : Further information is required to establish there is a workable sewer strategy for the estate.*

- (4) A detailed layout for reticulated water including arrangements for relocation of the existing water main through the site, at the developers full cost and detailing the works required at each of the three stages of the subdivision.

*Reason : Further information is required to establish there is a workable water reticulation strategy for the estate.*

- (5) Resolution of a Planning Agreement with Council and benefiting owners to proportion the access road development costs.

*Reason: The proposal requires the sharing of access and services across several ownerships and Council needs to be assured costs can be proportioned across the benefiting parties.*

- (6) A detailed Cost report in accordance with Councils adopted S94A plan is to be submitted and approved by Council.

*Reason: A requirement of Councils S94A plan and the EPA Act.*

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**PART B: ON COMPLIANCE WITH PART A, THE FOLLOWING CONDITIONS SHALL APPLY**

**Conditions applying to Stage One:**

- (7) Compliance with all conditions in Part C to the extent they practically apply to Stage One.

*Reason: To ensure appropriate conditions are applied to each stage.*

- (8) Road Closures: Prior to the release of the Construction Certificate for Stage One, evidence will be provided to Council that the closure of the sections of existing road shown in blue in the road closure plan attached to this consent, have been effected.

*Reason: To ensure the unnecessary roads are closed and the new lots will not be encumbered. Also to ensure the applicant has ownership of the lands proposed as allotments before commencing works.*

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**Conditions applying to Stage Two:**

- (9) Compliance with all conditions in Part C to the extent they practically apply to Stage Two.

*Reason: To ensure appropriate conditions are applied to each stage.*

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**Conditions applying to Stage Three:**

- (10) Compliance with all conditions in Part C to the extent they practically apply to Stage Three.

*Reason: To ensure appropriate conditions are applied to each stage.*

**PART C: Conditions applying to every stage to the extent practical****Planning Conditions:****(11) DEVELOPMENT IN ACCORDANCE WITH APPROVED PLANS & DOCUMENTATION**

Development is to take place in accordance with the attached certified plans, the documentation submitted with the application and subject to the conditions below, to ensure the development is consistent with Council's consent.

*NOTE: Any alterations to the approved development application plans must be clearly identified WITH THE APPLICATION FOR A CONSTRUCTION CERTIFICATE. The Principal Certifying Authority (PCA) for the project may request an application for modification of this consent or a new application in the event that changes to the approved plans are subsequently made.*

*Reason: Statutory requirement and Public interest*

**(12) CONFORM WITH APPROVED PLANS AMENDED BY COUNCIL**

Any alterations or additions marked by Council in red on the approved plans and/or the specifications shall be carried into effect.

*Reason: Statutory requirement*

**(13) CONSTRUCTION CERTIFICATE**

Prior to commencement of any works, a Construction Certificate is to be obtained and where Council is not the Principal Certifying Authority (PCA), a copy is submitted to council.

*Reason: Statutory requirement*

**(14) COMMENCEMENT OF WORK & APPOINTMENT OF PCA**

The applicant is to submit to Council, at least two (2) days prior to the commencement of any works, a notice of commencement of building or subdivision works and Appointment of Principal Certifying Authority.

*Reason: Public interest*

**(15) HOURS OF CONSTRUCTION OR DEMOLITION**

Construction or demolition that is audible in any dwelling on an adjoining lot may only be carried out between 7.00 am and 7.00 pm on Monday to Saturday. No construction or demolition is to be carried out at any time on a Sunday or a public holiday.

*Reason: Statutory requirement and Public interest*

**(16) CONTRIBUTIONS UNDER SECTION 94A**

Prior to the release of the Subdivision Certificate for any stage, the developer will pay the levy specified in Council's S94A plan applicable to the value of the relevant stage as resolved from Condition 6. The value determined in condition 6 will be subject to annual indexation by the CPI to be applied as at 1 July each year from the date of approval of the detailed cost report in condition 6.

*Reason: to provide a contribution towards the cost of Council's provision of services to the Community.*

**(17) CONTRIBUTIONS FOR SEWER AND WATER HEADWORKS**

In accordance with Council's Developer Services Plan the following contributions will be paid in full to Council before release of any Subdivision certificate:

Sewer \$ 1729.00 per allotment created by the stage.

Water \$ 4916.00 per allotment created by the stage.

Note: These contributions are to be indexed annually from the date of determination.

*Reason: To provide an appropriate contribution to the cost of sewer and water headwork's servicing the development.*

**(18) STREET TREES**

Prior to release of the Subdivision Certificate for any stage, the developer will install one street tree in the footpath per allotment frontage. Prior approval of Council is to be obtained to the type of trees and to the location and planting standard.

*Reason: To ensure reasonable amenity for the proposed residents.*



**(19) STREET LIGHTING**

The developer is to obtain Council's approval to a street lighting plan and place all approved street lighting relevant to the particular stage at the developers full cost prior to the release of a subdivision certificate.

*Reason: To ensure adequate street lighting for the development.*

**(20) ROAD NAMING AND ROAD SIGNS**

Prior to issue of a subdivision certificate, the developer will submit potential road names to Council for consideration. Council will determine an appropriate name following consideration of the developer's submission. Once road names have been approved, the developer will meet Council's cost of placement of appropriate road name signs.

*Reason: To ensure identification of the roads and appropriate names.*

**(21) SAFETY AND RECREATION**

As part of the subdivision plan for Stage One, the detention basin lot is to be dedicated to Council for drainage and for public recreation. A Reserve Development and Safety Plan is to be approved by Council prior to release of Subdivision Certificate, establishing protection measures for Children when water is in the basin. It may be a requirement for the developer to fence out the basin.

The plan will also detail landscaping and demonstrate plantings to achieve practical maintenance. The Developer will complete the works in the plan prior to release of the subdivision certificate.

*Reason: To ensure safe use of the area by children and ensure a basic open space area is provided for residents of this subdivision.*

**(22) ALTERNATIVE ACCESS AND CONNECTION TO NEIGHBOURHOOD**

A 3 metre wide public walkway is to be dedicated in the plan of subdivision, excised from lot 26 as designed so as to follow the south boundary and allow legal and practical public access to the potential road system to the west.

*Reason: To allow practical future pedestrian access to the neighbourhood to the west.*

**(23) DUST SUPPRESSION**

Should dust become an issue at any point of construction, the developer will maintain the surfaces are adequately watered so dust is not a nuisance to adjoining residents.

*Reason: To protect residential amenity for existing residents.*

**Engineering Conditions:****(24) COMMENCEMENT OF WORK AND APPOINTMENT OF PRINCIPAL CERTIFYING AUTHORITY**

The applicant is to submit to Council, at least two (2) days prior to the commencement of any works, a notice of commencement of subdivision works and Appointment of Principal Certifying Authority.

*Reason: Public interest*

**(25) APPROVAL OF PLANS**

As part of the application for a Construction Certificate, the applicant is to submit three (3) copies of engineering plans and an electronic copy of specifications and calculations in relation to Condition(s) 28, 29, 31, 35, 36, 40 & 48. Further, the works are to comply with the WBC Strategic Alliance Guidelines for Engineering Works, August 2009, Version 4, & Aus-Spec as modified by Wellington Council.

*Reason: Council requirement*

**(26) COMPLIANCE CERTIFICATE – ENGINEERING WORKS**

(During Construction)

The applicant is to obtain a compliance certificate pursuant to Section 109C of the Environmental Planning and Assessment Act 1979, as amended, from the Principal Certifying Authority, certifying that the engineering work required by all relevant conditions have been constructed in accordance with the approved plans and Council's Development Construction Specification.

Note: Where Council is the Certifying Authority in relation to engineering works fees will be payable in accordance with Council's Revenue Policy.

*Reason: Because it is in the public interest that compliance certificates be issued for these components*

*of the development. Section 79C(1)(e) of the Environmental Planning and Assessment Act 1979, as amended.*

(27) EROSION CONTROL PLAN

The site shall be protected from erosion and sediment loss during the construction works in accordance with the approved erosion and sediment control plan (ESCP) plan. All work is to comply with the WBC Strategic Alliance Guidelines for Engineering Works, August 2009, Version 4, & Aus-Spec as modified by Wellington Council.

*Note: All erosion and sediment control measures must be in place prior to and maintained during the construction works.*

*Reason: To ensure the impact of the work on the environment in terms of soil erosion and sedimentation is minimised. Section 79C (1)(b) of the Environmental Planning and Assessment Act 1979, as amended.*

(28) EROSION CONTROL PLAN APPROVAL

An erosion and sediment control plan (ESCP), must be submitted to and approved by Council prior to the release of a Construction Certificate. All work is to comply with the WBC Strategic Alliance Guidelines for Engineering Works, August 2009, Version 4, & Aus-Spec as modified by Wellington Council.

*Reason: To ensure the impact of the work on the environment in terms of soil erosion and sedimentation is minimised. Section 79C (1)(b) of the Environmental Planning and Assessment Act 1979, as amended.*

(29) STORMWATER DESIGN

Prior to the issue of a Construction Certificate the development's stormwater design shall be approved by Wellington Councils Technical Services Directorate and shall include the incorporation of stormwater retention within the development designed to limit peak outflows from the land to the pre-existing natural outflows up to the 1% AEP. Sufficient allowance shall be provided in the outflow spillway or pipe system for the design capacity to safely pass flows of higher probability (that is, a rarer event) without damage to downstream developments. The design of the retention storage is to be undertaken using an industry recognised hydrologic/hydraulic software model capable of assessing runoff volumes and their temporal distribution as well as peak flow rates. The model is to be used to calculate the flow rates for the existing and post-development conditions. The developed flows are to be routed through the proposed storage within the model so that the outflows obtained are no greater than the flows obtained for the pre-existing natural flows.

A report is to be submitted to the Certifying Authority detailing the results of the analysis including:

- A catchment plan showing any sub-catchments under existing and developed conditions.
- A schematic diagram of the catchment model showing sub areas and linkages.
- Details of the model used and the bases for the calculations.
- Tabulation detailing the elevation, depth & invert of the retention storage, storage volume, and discharge relationships for the retention storage.
- A tabulation for the range of frequencies analysed detailing the inflows, outflows and peak storage levels for both existing and developed conditions.

This report together with engineering design plans & electronic copies of the required drainage system are to be approved by the Wellington Council's Technical Services Directorate & be in accordance with the WBC Strategic Alliance Guidelines for Engineering Works, August 2009, Version 4, & Aus-Spec as modified by Wellington Council.

*Reason: Statutory requirement and Public interest*

(30) PREVENTION OF PONDING

All earthworks, filling, building, driveways or other works, are to be designed and constructed (including stormwater drainage if necessary) so that at no time will any ponding of stormwater occur on adjoining land as a result of this development.

*Reason: To prevent the proposed development having a detrimental effect on the developments existing on the adjoining lands. Section 79C(1)(b) and (e) of the Environmental Planning and Assessment Act 1979, as amended.*

(31) INTERALLOTMENT DRAINAGE

The developer is to construct inter allotment drainage to drain all lots not draining naturally to a public road. The drainage system is to include grated inlet pits with a minimum 100 mm diameter pipe connection to all such lots. All drainage works are to comply with the provisions of Australian Standard 3500, & the WBC Strategic Alliance Guidelines for Engineering Works, August 2009, Version 4, & Aus-Spec as modified by Wellington Council.

*Reason: Because the character of the subdivision is such as to warrant storm water drainage of this type. Section 79C(1)(b) of the Environmental Planning and Assessment Act 1979, as amended.*

(32) SEWER AND WATER SERVICES TO ALL ALLOTMENTS

~~The design and construction of water and sewerage reticulation to serve each residential lot and, where required, each open space lot, must be done in accordance with Council's Development Construction Specification (AUS-SPEC #1), & the WBC Strategic Alliance Guidelines for Engineering Works, August 2009, Version 4, & Aus-Spec as modified by Wellington Council.~~

*Reason: Because these utilities are necessary to serve the subdivision. Section 79C(1)(c) and (e) of the Environmental Planning and Assessment Act 1979, as amended.*

(33) SEWER CONNECTION

(During Construction)

The construction of sewer mains such that there is a separate and distinct sewer connection wholly within the boundary of each proposed residential lot, in accordance with the Local Government (Approvals) Regulation 1999 and done in accordance with Council's Development Construction Specification. All connection points are to be inspected by the Principal Certifying Authority prior to filling of trenches.

*Reason: Because that utility is required to serve the development. Section 79C(1)(c) and (e) of the Environmental Planning and Assessment Act 1979, as amended.*

(34) WATER CONNECTION

(During Construction)

The construction of water mains such that there is a separate and distinct water main connection wholly within the boundary of each proposed residential and open space lot, in accordance with the Local Government (Approvals) Regulation 1999 and done in accordance with Council's Development Construction Specification (AUS-SPEC #1). This service will be at full cost to the developer.

*Reason: Because that utility is required to serve the development. Section 79C(1)(c) and (e) of the Environmental Planning and Assessment Act 1979, as amended.*

(35) CONSTRUCTION SUPERVISION

During construction the applicant is to arrange an inspection of the development and/or subdivision works by the Principle Certifying Authority at the following stages of the development. If Council is to effect the inspections, each inspection is to be charged at the fee according to the Wellington Councils current Fees and Charges. This condition applies notwithstanding any private certification of the engineering works.

|   | COLUMN 1          | COLUMN 2  |
|---|-------------------|---|
| A | Road Construction | a) Following site regrading, and prior to installation of footway services;<br>b) Excavation and trimming of subgrade;<br>c) After compaction of sub base;<br>d) After compaction of base, and prior to sealing;<br>e) Establishment of line and level for kerb and gutter placement; |

NOTICE OF DETERMINATION OF A DEVELOPMENT APPLICATION

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|   |  |  |
|---|--|--|
|   |  | <p>f) Subsoil drainage;</p> <p>g) Road pavement surfacing;</p> <p>h) Pavement test results (compaction, strength).</p>                                       |
| B | Drainage                               | <p>After laying of pipes and prior to backfill;</p> <p>Pits after rendering openings and installation of step irons.</p>                                     |
| C | Water                                  | <p>After laying of mains and prior to backfill;</p> <p>After laying of services and prior to backfill;</p> <p>Pressure testing.</p>                          |
| D | Sewerage                               | <p>a) After laying of pipes and prior to backfill;</p> <p>b) Main - air pressure testing;</p> <p>c) Manhole - water test for infiltration, exfiltration.</p> |
| E | Concrete Footway Crossings             | <p>After placing of formwork and reinforcement, and prior to concrete placement;</p>   |
| F | Erosion and Sediment Control           | <p>Prior to the installation of erosion measures.</p>  |
| G | All Development & or Subdivision Works | <p>Practical completion.</p>   |
| H | Road Openings                          | <p>Upon completion of works.</p>   |

*Reason: Because it is in the public interest that the Principal Certifying Authority inspect the work at these stages of development. Section 79C(1)(e) of the Environmental Planning and Assessment Act 1979, as amended.*

**(36) ROAD STANDARDS**

The road adjacent to proposed Lot 37, (on drawing 13082-DA3, dated 1/4/15) and contained within the existing Jasmine Place (between Lot 1 DP631881 & Lot 7 DP 25939), is to be designed as a collector road 20m wide with upright kerb and gutter. The road adjacent to proposed Lots 1 to 37 (on drawing 13082-DA3 dated 1/4/15) are to be designed as Urban Local Access roads 17m wide with layback kerb and gutter. All works are to be approved by the Principal Certifying Authority and are to be in accordance with the WBC Strategic Alliance Guidelines for Engineering Works, August 2009, Version 4, & Aus-Spec as modified by Wellington Council.

*Reason: To ensure the proposed road system has the capacity to cater for predicted traffic flows in the locality. Section 79C(1)(b) of the Environmental Planning and Assessment Act 1979, as amended.*

**(37) FOOTPATHS**

The construction of a 1.2 metre wide, 100 mm thick concrete footpath(s) and kerb ramps and kerb ramps with disabled Tactile Ground Surface Indicators (TGSi) as required, and are to be compliant with AS1428.1, within the footway(s) on the proposed roadways so that there is a continuous route of footpath along at least one side of all roads out to Montefiores Street. All works are to be in accordance with the WBC Strategic Alliance Guidelines for Engineering Works, August 2009, Version 4, & Aus-Spec as modified by Wellington Council.

*Reason: Because the size and density of the subdivision is such as to warrant a concrete footpath(s) in this(those) location(s). Section 79C(1)(b) of the Environmental Planning and Assessment Act 1979, as amended.*

## (38) FLOOD IMPACT ASSESSMENT

Prior to issue of Construction Certificate the developer is to arrange and finance a Flood Impact Assessment of the property detailing the effect of the proposed development on the 1%, 2% and 5% Annual Exceedance Probability (AEP) flood level at neighbouring properties. No works are to commence until the Flood Impact Assessment has been completed, and has been assessed against guidelines as having a negligible impact on the flood velocity and depth at all other properties within the model extent. See the Wellington Flood Mitigation Guidelines.

*Note: The developer may elect to engage a private consultant with appropriate engineering qualifications and demonstrated hydraulic modelling expertise to undertake a study done in accordance with the WBC Strategic Alliance Guidelines for Engineering Works, August 2009, Version 4, & Aus-Spec as modified by Wellington Council. A copy of any such study to be provided to the Principal Certifying Authority before issue of the Construction Certificate.*

*Reason: To ensure neighbouring properties will not be adversely affected in a 1% AEP flood event as a consequence of this development. Section 79C(1)(b) of the Environmental Planning and Assessment Act 1979, as amended.*

## (39) LANDSCAPE PLAN

Prior to any work on site a landscape design plan in respect of the proposed "Sound Mound along the Mitchell Highway" is to be prepared and submitted for the approval of Council prior to the issue of a construction certificate. The plan is to include botanical names, quantities and state of maturity of all proposed trees, shrubs and ground covers.

*Note 1: Landscaping is to be carried out and maintained in perpetuity in accordance with the landscape design plan once approved.*

*Note 2: The landscaping is to be completed prior to the occupation of the development.*

*Reason: To ensure that landscaping will be provided on the subject land. Section 79C(1)(b) of the Environmental Planning and Assessment Act 1979, as amended.*

## (40) SOIL AND WATER SENSITIVE DESIGN MANAGEMENT PLAN

Prior to any work on site the developer is to submit a Soil and Water Sensitive Design Management Plan (SWSDMP), for the site in accordance with the WBC Strategic Alliance Guidelines for Engineering Works, August 2009 Version 4, & Aus-Spec as modified by Wellington Council.

*Note: No building, engineering, or excavation work, or topsoil stripping or vegetation removal, is to be carried out in relation to this development until such time that the plan submitted has been endorsed by a Principal Certifying Authority in accordance with the WBC Strategic Alliance Guidelines for Engineering Works, August 2009, Version 4, & Aus-Spec as modified by Wellington Council. Upon certification, the measures in the Soil and Water Management Plan are to be implemented during the course of the development.*

*Reason: To minimise the risk of soil erosion and water pollution, and because of representations about these matters from the Soil Conservation Service and the Environment Protection Authority. Section 79C(1)(b) and (d) of the Environmental Planning and Assessment Act 1979, as amended.*

## (41) EASEMENTS FOR DRAINAGE ON SURVEY PLAN

The final plan of survey is to show easements to drain within any lots where the drainage scheme approved in Condition 1 demonstrates a need for such easement with the width to be as approved in the drainage scheme. Such easement to be in favour of Council.

*Reason: Because those works referred to (including access works) and which are sited, or are to be sited, on the subject land should be protected by an easement. Section 79C(1)(b) of the Environmental Planning and Assessment Act 1979, as amended.*

## (42) EASEMENTS FOR DRAINAGE TO BE CREATED

The creation and registration of easements to drain within any lots where the drainage scheme approved in Condition 1 demonstrates a need for such easement with the width to be as approved in the drainage scheme. Such easement to be in favour of Council,

*Reason: Because it is in the public interest that the easement or right referred to in the condition must be obtained in order to enable the development to be carried out. Section 79C(1)(e) of the Environmental Planning and Assessment Act 1979, as amended.*

## (43) EASEMENTS FOR SEWER

Prior to subdivision certificate the final plan of survey is to show an easement for sewer over all lots affected and in favour of Council, complying with the following:

- a) for sewer mains of 150mm diameter, the easement is to be 3 metres wide with the main centrally located;
- b) for sewer mains of 225mm diameter, the easement is to be 4.5 metres wide with the main centrally located;
- c) for sewer mains of 300mm or greater diameter, the easement is to be 5 metres wide with the main centrally located.

*Reason: Because those works referred to (including access works) and which are sited, or are to be sited, on the subject land should be protected by an easement. Section 79C(1)(b) of the Environmental Planning and Assessment Act 1979, as amended.*

## (44) EASEMENTS FOR WATER MAINS

Prior to subdivision certificate the final plan of survey is to show an easement for water service 1 metre wide within all lots containing water mains and in favour of Council.

Note: The water meter is to be centrally located within the easement.

*Reason: Because those works referred to (including access works) and which are sited, or are to be sited, on the subject land should be protected by an easement. Section 79C(1)(b) of the Environmental Planning and Assessment Act 1979, as amended.*

## (45) POWER AND TELECOMMUNICATIONS

Prior to issue of Construction Certificate & prior to the commencement of construction, arrangements, satisfactory to the electrical authority and the relevant telecommunications authority, for the provision of electrical power and telephone lines, respectively, to fully serve the development, are to be made. The developer is to furnish documentary evidence that arrangements, satisfactory to the electrical authority and the relevant telecommunications authority, for the provision of underground electrical power and telephone lines respectively, to fully serve the development, have been made, prior to the issuing of a construction certificate by the Principal Certifying Authority.

*Reason: So that electrical power and telephone lines are available, it being necessary that these utilities serve the development. Section 79C(1)(b) of the Environmental Planning and Assessment Act 1979, as amended.*

## (46) RELOCATION OF 200MM WATER MAIN

During construction the developer is to relocate, the existing 200mm water main traversing Lot 2 DP 115930 and the road 18m wide & variable, to a location approved by Wellington Council, at the developer's cost.

*Reason: Because the circumstances are such that the services be relocated. Section 79C(1)(b) of the Environmental Planning and Assessment Act 1979, as amended.*

## (47) ELECTRICAL SAFETY

During and after construction, minimum distances from power lines are to be maintained in accordance with the electrical authority's requirements. Prior to the commencement of construction, the developer is to provide to Council a letter from the electrical authority indicating that satisfactory clearances from power lines will be maintained.

*Reason: So that safe clearances are maintained from electrical power lines, and because of representations to this effect from Country Energy. Section 79C(1)(b) and (d) of the Environmental Planning and Assessment Act 1979, as amended.*

## (48) SITE CUT AND FILLING

Prior to issue of Construction Certificate a plan detailing any proposed site cut & filling is to be approved by Wellington Council. The plan is required to show the detailed proposed site levels & show that each lot will drain to the adjacent roadway. The site filling is to be clean material only, free from organic matter, and compacted in horizontal layers not more than 250mm thick to 95% of the standard maximum dry density of the soil. All such works are to comply with the WBC Strategic Alliance Guidelines for Engineering Works, August 2009, Version 4 & Aus-Spec as modified by Wellington Council. Any spoil proposed to be brought into the site will need to be the subject of a separate Development Application to both address the extraction and the suitability of the fill for urban use.

*Note: Soil density tests from a NATA registered laboratory, and conducted in accordance with*

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*Australian Standard 1289, will be required prior to the issue of any construction certificate for the erection of a building or the issue of a subdivision certificate.*

*Reason: To ensure that any fill is correctly placed and compacted. To ensure suitable drainage. To ensure fill is suitable for residential use. Section 79C(1)(b) of the Environmental Planning and Assessment Act 1979, as amended.*

**(49) PROVISION OF WORKS AS EXECUTED PLANS**

Prior to the release of a subdivision certificate for any Stage the Applicant is to submit to Council one hard copy and one electronic copy of the works as executed plans and obtain Council approval for the Stage by meeting Condition(s) 28, 29, 31, 35, 36, 40,41-44 &46. Each sheet is to include a bar scale or scales adjacent to the title block showing the scale (the works as executed plan is to be scaled at 1:500) and each sheet is to be properly signed and dated by the person responsible for the carrying out of those works. Further, the works are to comply with the WBC Strategic Alliance Guidelines for Engineering Works, August 2009, Version 4, & Aus-Spec as modified by Wellington Council.

*Note: The provision of a table on the works as executed plan which details: the distance from the centre of the downstream manhole to each sideline, house connection, and dead end; the depths to invert; and the length of such sidelines.*

*Reason: So that Council may ensure that the construction is in accordance with Council's requirements, and so that a permanent record of the design as constructed may be held by Council, to assist in future maintenance, or for the information of the emergency services. Section 79C(1)(e) of the Environmental Planning and Assessment Act 1979, as amended.*

**(50) BONDING**

Written approval must be obtained from Wellington Council in regard to the bonding of any uncompleted subdivision works prior to the issue of a Subdivision Certificate. If Wellington Council consents to the bonding of any uncompleted works, prior agreement must have been reached between Wellington Council and the developer as to the amount of bond to be collected, the timeframe for the completion of outstanding works and the period within which Wellington Council will retain the bond against potential defects and other matters as deemed necessary.

*Reason: Because it is in the public interest that work is carried out in accordance with the approved plans and the conditions of consent. Section 79C(1)(e) of the Environmental Planning and Assessment Act 1979, as amended.*

**(51) APPLICATION FOR SUBDIVISION CERTIFICATE**

The applicant is to obtain a subdivision certificate pursuant to Section 109C of the Environmental Planning and Assessment Act 1979, as amended from Council. The final survey plan and two paper copies are to be submitted to Council along with the application for the subdivision certificate and applicable fee prior to its lodgement with the Lands Titles Office.

*Note: Council will only consider issuing a subdivision certificate in relation to this subdivision when it is satisfied that all conditions of development consent have been complied with and the appropriate fee paid.*

*Reason: Because it is in the public interest that the plan is certified in accordance with the provisions of the Environmental Planning and Assessment Act 1979, as amended. Section 79C(1)(e) of the Environmental Planning and Assessment Act 1979, as amended.*

**(52) SURRENDER OF PREVIOUS CONSENT APPROVALS**

Prior to the issue of any subdivision certificate the owner shall in writing to the General Manager surrender any previous development consents approved by Council over the subject allotments.

*Reason: to ensure there is no confusion over what development is approved over the land.*

**OTHER APPROVALS**

Local Government Act 1993 approvals granted under section 78A(5): Nil

General terms of other approvals integrated as part of the consent: Road closure under the Roads Act 1993.

*For this notice to be valid, it must be signed by Wellington Council.*



Karen Roberts  
ACTING GENERAL MANAGER

## NOTES

- (1) Where the consent is subject to a condition that the consent is not to operate until the applicant satisfies a particular condition the date should not be endorsed until that condition has been satisfied.
- (2) Such consent will not lapse once the proposed development is physically commenced before the date the consent would otherwise lapse, except where a specific condition of consent limits the duration of consent.
- ~~(3) Clause 101 of the Environmental Planning and Assessment Regulation 2000 contains additional particulars to be included in a notice of determination where a condition under section 94 of the Environmental Planning and Assessment Act 1979 has been imposed~~
- (4) Only those conditions prescribed in Part 6 of the Environmental Planning and Assessment Regulation 2000 that relate to the development for which consent has been granted are to be attached to this form.
- (5) *Right of Review*: Section 82A of the Environmental Planning and Assessment Act 1979 confers the right for an applicant to make a request to the Council for it to review its determination, within six (6) months after the date on which the applicant received this notice. Any requests for a review are required to be accompanied by a fee as set in Council's revenue policy. *Note*: Pursuant to section 82A(4) a Council is not obligated to accede to a request for review.
- (6) *Right of Appeal*: If you are dissatisfied with this decision section 97 of the Environmental Planning and Assessment Act 1979 gives you the right to appeal to the Land and Environment Court within 6 months after the date on which you receive this notice. However section 97 of the Environmental Planning and Assessment Act 1979 does not apply to the determination of a development application for State significant development or local designated development that has been the subject of a Commission of Inquiry.
- (7) Approval does not guarantee compliance with any Act, Regulation or Standard (other than the Environmental Planning and Assessment Act, 1979, as amended) and builders/developers should make their own enquiry as to their legal responsibilities in this regard. Without limiting the generality of the above, approval does not guarantee compliance with the Disability Discrimination Act to which builders/developers are specifically referred.
- (8) Please find enclosed an application for a subdivision certificate. This certificate authorises the registration of a plan of subdivision under Division 3 of Part 23 of the Conveyancing Act, 1919. Please complete this application and return to Council with the applicable payment as per Councils fees and charges.
- (9) A Construction Certificate may be issued once the development conditions have been satisfied.

## ADDENDUM TO DEVELOPMENT CONSENT

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Environmental Planning and Assessment Regulation 2000

Under the

Environmental Planning and Assessment Act 1979

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***Clause 98 - Compliance with Building Code of Australia and insurance requirements under the Home Building Act 1989.***

- (1) For the purposes of section 80A (11) of the Act, the following conditions are prescribed in relation to a development consent for development that involves any building work:



## NOTICE OF DETERMINATION OF A DEVELOPMENT APPLICATION

- (a) that the work must be carried out in accordance with the requirements of the *Building Code of Australia*,
  - (b) in the case of residential building work for which the Home Building Act 1989 requires there to be a contract of insurance in force in accordance with Part 6 of that Act, that such a contract of insurance is in force before any building work authorised to be carried out by the consent commences.
- (2) This clause does not apply:
- (a) to the extent to which an exemption is in force under clause 187 or 188, subject to the terms of any condition or requirement referred to in clause 187 (6) or 188 (4), or
  - (b) to the erection of a temporary building.
- (3) In this clause, a reference to the *Building Code of Australia* is a reference to that Code as in force on the date the application for the relevant construction certificate is made.

**Clause 98A - Erection of signs**

- (1) For the purposes of section 80A (11) of the Act, the requirements of subclauses (2) and (3) are prescribed as conditions of a development consent for development that involves any building work, subdivision work or demolition work.
- (2) A sign must be erected in a prominent position on any site on which building work, subdivision work or demolition work is being carried out:
  - (a) showing the name, address and telephone number of the principal certifying authority for the work, and
  - (b) showing the name of the principal contractor (if any) for any building work and a telephone number on which that person may be contacted outside working hours, and
  - (c) stating that unauthorised entry to the work site is prohibited
- (3) Any such sign is to be maintained while the building work, subdivision work or demolition work is being carried out, but must be removed when the work has been completed
- (4) This clause does not apply in relation to building work, subdivision work or demolition work that is carried out inside an existing building that does not affect the external walls of the building.
- (5) This clause does not apply in relation to Crown building work that is certified, in accordance with section 116G of the Act, to comply with the technical provisions of the State's building laws.
- (6) This clause applies to a development consent granted before 1 July 2004 only if the building work, subdivision work or demolition work involved had not been commenced by that date.

*Note Principal certifying authorities and principal contractors must also ensure that signs required by this clause are erected and maintained (see clause 227A which currently imposes a maximum penalty of \$1,100).*

**Clause 98B - Notification of Home Building Act 1989 requirements**

- (1) For the purposes of section 80A (11) of the Act, the requirements of this clause are prescribed as conditions of a development consent for development that involves any residential building work within the meaning of the Home Building Act 1989.
- (2) Residential building work within the meaning of the Home Building Act 1989 must not be carried out unless the principal certifying authority for the development to which the work relates (not being the council) has given the council written notice of the following information:
  - (a) in the case of work for which a principal contractor is required to be appointed:
    - (i) the name and licence number of the principal contractor, and
    - (ii) the name of the insurer by which the work is insured under Part 6 of that Act,
  - (b) In the case of work to be done by an owner-builder:
    - (i) the name of the owner-builder, and
    - (ii) if the owner-builder is required to hold an owner-builder permit under the Act, the number of the owner-builder permit.
- (3) If arrangements for doing the residential building work are changed while the work is in progress so that the information notified under subclause (2) becomes out of date, further work must not be carried out unless the principal certifying authority for the development to which the work relates (not being the council) has given the council written notice of the updated information.
- (4) This clause does not apply in relation to Crown building work that is certified, in accordance with section 116G of the Act, to comply with the technical provisions of the State's building laws

**Clause 162A - Critical stage inspections required by section 109E (3) (d)**

(1) For the purposes of section 109E (3) (d) of the Act, the occasions on which building work must be inspected are as set out in this clause.

*Note. These inspections are the critical stage inspections.*

- (2) Except as provided by subclause (3), the critical stage inspections may be carried out by the principal certifying authority or, if the principal certifying authority agrees, by another certifying authority.
- (3) ~~The last critical stage inspection required to be carried out for the class of building concerned must be carried out by the principal certifying authority.~~
- 
- (4) In the case of a class 1 or 10 building, the development site must be inspected on and after 1 July 2004:
- (a) at the commencement of the building work, and
  - (b) after excavation for, and prior to the placement of, any footings, and
  - (c) prior to pouring any in-situ reinforced concrete building element, and
  - (d) prior to covering of the framework for any floor, wall, roof or other building element, and
  - (e) prior to covering waterproofing in any wet areas, and
  - (f) prior to covering any stormwater drainage connections, and
  - (g) after the building work has been completed and prior to any occupation certificate being issued in relation to the building.
- (5) In the case of a class 2, 3 or 4 building, the development site must be inspected:
- (a) at the commencement of the building work, and
  - (b) prior to covering of waterproofing in any wet areas, for a minimum of 10% of rooms with wet areas within a building, and
  - (c) prior to covering any stormwater drainage connections, and
  - (d) after the building work has been completed and prior to any occupation certificate being issued in relation to the building.
- (6) In the case of a class 5, 6, 7, 8 or 9 building, the development site must be inspected on and after 1 July 2004:
- (a) at the commencement of the building work, and
  - (b) prior to covering any stormwater drainage connections, and
  - (c) after the building has been completed and prior to any occupation certificate being issued in relation to the building.
- (7) Any inspection required by this clause to be carried out at the commencement of building work may be carried out at the same time as the earlier of the next occasion prescribed by subclause (4) (b), (5) (b) or (6) (b) for an inspection of a building of the class concerned or the next inspection (if any) required by the principal certifying authority under section 109E (3) (d) of the Act, but only if the principal certifying authority agrees.

**Clause 163 - Notice to allow inspections**

To allow a principal certifying authority or another certifying authority time to carry out critical stage inspections or any other inspections required by the principal certifying authority, the principal contractor for a building site, or the owner-builder, must notify the principal certifying authority at least 48 hours before building work is commenced at the site if a critical stage inspection is required before the commencement of the work.

**Clause 227A - Signs on development sites**

- (1) This clause applies if there is a person who is the principal certifying authority or the principal contractor for any building work, subdivision work or demolition work authorised to be carried out on a site by a development consent or complying development certificate.
- (2) Each such person must ensure that a rigid and durable sign showing the person's identifying particulars so that they can be read easily by anyone in any public road or other public place adjacent to the site:
- (a) is erected in a prominent position on the site before the commencement of the work, and

NOTICE OF DETERMINATION OF A DEVELOPMENT APPLICATION

---

(b) is maintained on the site at all times while this clause applies until the work has been carried out.

Maximum penalty: 10 penalty units.

(3) In this clause, the *identifying particulars* for a person means:

(a) the name, address and telephone number of the person, and

(b) in the case of a principal contractor, a telephone number on which the principal contractor may be contacted at any time for business purposes.

(4) Nothing in this clause requires the erection of more than one sign on a site or prevents the use of an appropriate sign that has already been erected on a site.

(5) This clause does not require a sign to be erected or maintained on a site before 1 July 2004.

~~Note. See clauses 98A and 136B which require such a sign on a site as a condition of development consent or complying development certificate.~~



LAND  
REGISTRY  
SERVICES



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: 1/1115930  
-----

| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| 3/2/2021    | 4:30 PM | 3          | 13/9/2016 |

LAND  
-----

LOT 1 IN DEPOSITED PLAN 1115930  
AT MONTEFIORES  
LOCAL GOVERNMENT AREA DUBBO REGIONAL  
PARISH OF NANIMA COUNTY OF BLIGH  
TITLE DIAGRAM DP1115930

FIRST SCHEDULE  
-----

JOSEPH MOIT  
AMY MOIT  
RITA MOIT  
GEORGE MOIT  
AS TENANTS IN COMMON IN EQUAL SHARES (T AK747775)

SECOND SCHEDULE (2 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1115930 RIGHT OF CARRIAGEWAY 6 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

glslowds07

PRINTED ON 3/2/2021



LAND  
REGISTRY  
SERVICES



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/1115930

| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| 5/2/2021    | 4:15 PM | 4          | 13/9/2016 |

LAND

LOT 2 IN DEPOSITED PLAN 1115930  
AT MONTEFLORES  
LOCAL GOVERNMENT AREA DUBBO REGIONAL  
PARISH OF NANIMA COUNTY OF BLIGH  
TITLE DIAGRAM DP1115930

FIRST SCHEDULE

JOSEPH MOIT  
AMY MOIT  
RITA MOIT  
GEORGE MOIT  
AS TENANTS IN COMMON IN EQUAL SHARES (T AK747775)

SECOND SCHEDULE (2 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- DP1115930 RIGHT OF CARRIAGEWAY 6 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

glslowds07

PRINTED ON 5/2/2021



**CERTIFICATES, SIGNATURES AND SEALS**

Sheet 1 of 1 sheet(s)

PLAN OF SUBDIVISION OF LOTS 8 AND 9 DP  
 844379, LOT 8 DP 25989 AND LOT 1 DP 199470

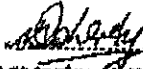
**DP1115930**

Registered:  15.8.2007

**Surveying Regulation, 2006**

I, **NEIL EDMOND DOHERTY**  
 of **DOHERTY SMITH & ASSOCIATES P.O. BOX 87**  
**WELLINGTON NSW 2820**.....  
 a surveyor registered under the *Surveying Act, 2002*, certify that the  
 survey represented in this plan is accurate, has been made in  
 accordance with the *Surveying Regulation, 2006* and was completed  
 on: 28/11/2006.....

The survey relates to **LOTS 1 AND 2 AND CONNECTIONS ONLY**  
 (specify the land actually surveyed or specify any land shown in the  
 plan that is not the subject of the survey)

Signature:  Dated: 8/12/2006  
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: X-Y.....  
 Type: Urban/Rural

**Crown Lands NSW/Western Lands Office Approval**

..... in approving this plan certify  
 (Authorised Officer)  
 that all necessary approvals in regard to the allocation of the land  
 shown herein have been given

Signature: .....  
 Date: .....  
 File Number: .....  
 Office: .....

**Subdivision Certificate**

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

the proposed SUBDIVISION..... set out herein  
 (insert 'subdivision' or 'new road')

\* Authorised Person/General Manager/Accredited Certifier,  


Consent Authority: WELLINGTON COUNCIL  
 Date of Endorsement: 21/02/07  
 Accreditation no: .....  
 Subdivision Certificate no: 55 92/07  
 File no: DA 118/07

\* Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 0834

**SIGNATURES, SEALS and STATEMENTS of intention**  
 to dedicate public roads or to create public reserves  
 and drainage reserves.

IT IS INTENDED TO DEDICATE ROAD 18 WIDE AND  
 VARIABLE WIDTH AND ROAD 20.115 WIDE TO THE  
 PUBLIC AS PUBLIC ROAD (LOT 1, DP 199470)

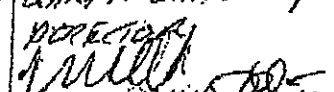
THE COMMON SEAL OF WELLINGTON  
 COUNCIL WAS HERETO AFFIXED THIS  
 16TH DAY OF MARCH, 2007, IN  
 PURSUANCE OF A RESOLUTION OF THE  
 COUNCIL PASSED ON 28/11/2005.

  
 MAYOR



ACTING  
 GENERAL MANAGER

  
 GEORGE R. GRANT

DIRECTOR  
  
 M. S. SALCEDA  
 DIRECTOR



  
 ROBERT R. RIVERS  
 DIRECTOR  
  
 SUSAN C. CRAWFORD  
 Director

Use **PLAN FORM 6A** for additional  
 certificates, signatures and seals

\* OFFICE USE ONLY

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR  
RELEASED PURSUANT TO SECTION 89B CONVEYANCING ACT 1919**

Sheet 1 of 2

Plan:

**DP1115930**

Plan of Subdivision of Lots 8  
and 9 DP 844379, Lot 8 DP  
25689 and Lot 1 DP 199470  
Covered by Subdivision  
Certificate

Full name and address

of proprietor of the land:

**MACQUARIE  
DEVELOPMENTS PTY LTD**  
Suite 1 & 2, 19-21 Oxford Road  
Ingleburn NSW 2565

**WELLINGTON COUNCIL  
NANIMA CRESCENT  
WELLINGTON NSW 2820**

**Part 1 (Creation)**

| Number of item<br>Shown in the<br>Intention panel<br>On the plan | Identity of easement<br>to be created and<br>referred to on the<br>plan | Burdened<br>Lot | Benefited<br>Lot |
|--|---|-----------------|------------------|
| 1  | Right of carriageway<br>6 wide  | Lot 2           | Lot 1            |

The common seal of  
Macquarie Developments Pty  
Ltd ( ACN 082 102 583 )  
Was hereunto affixed by  
Authority of the board  
This 12<sup>th</sup> day of May 2007



Director

*Gary Mc...*

Director

*Michael William S...*

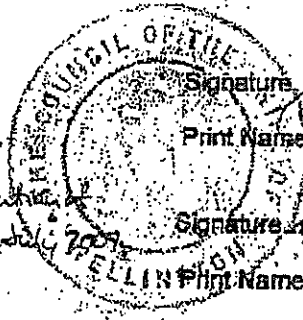


DP1115930

ePlan  
Sheet 2 of 2

The common seal of  
Wellington Council was  
Hereunto affixed this 12th  
Day of July 2007

in pursuance of a resolution of  
Council passed on 11th July 2007



Signature *[Signature]*

Print Name ANNE JONES (MAYOR)

Signature *[Signature]*

Print Name DAVID BRADY (GENERAL MANAGER)

The common seal of  
Rivwest Finance Ltd  
Was hereunto affixed this 14th  
Day of April 2007

Signature *[Signature]*

Print Name ROBERT J. EMMOTT

Signature *[Signature]*

Print Name SUEAN J. CRAWFORD



REGISTERED



15.8.2007



WELLINGTON COUNCIL NSW Australia

# WELLINGTON COUNCIL

## Drainage Diagram

CERTIFICATE NO: 20051824

ASSESSMENT NO: 1890

VALUATION NO: 964.0

PROPERTY ID: 1288152

24 Montefiores Street  
WELLINGTON NSW 2820

OWNER: Wellington Council



GENERAL MANAGER

DATE: 17/6/2005



Scale 1:3,591



This map is a diagrammatic representation only. Council or its staff are not liable for any damage or loss occurring from any representation, statement or advice referring to any information displayed on this map.

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**WELLINGTON COUNCIL  
DRAINAGE DIAGRAM**

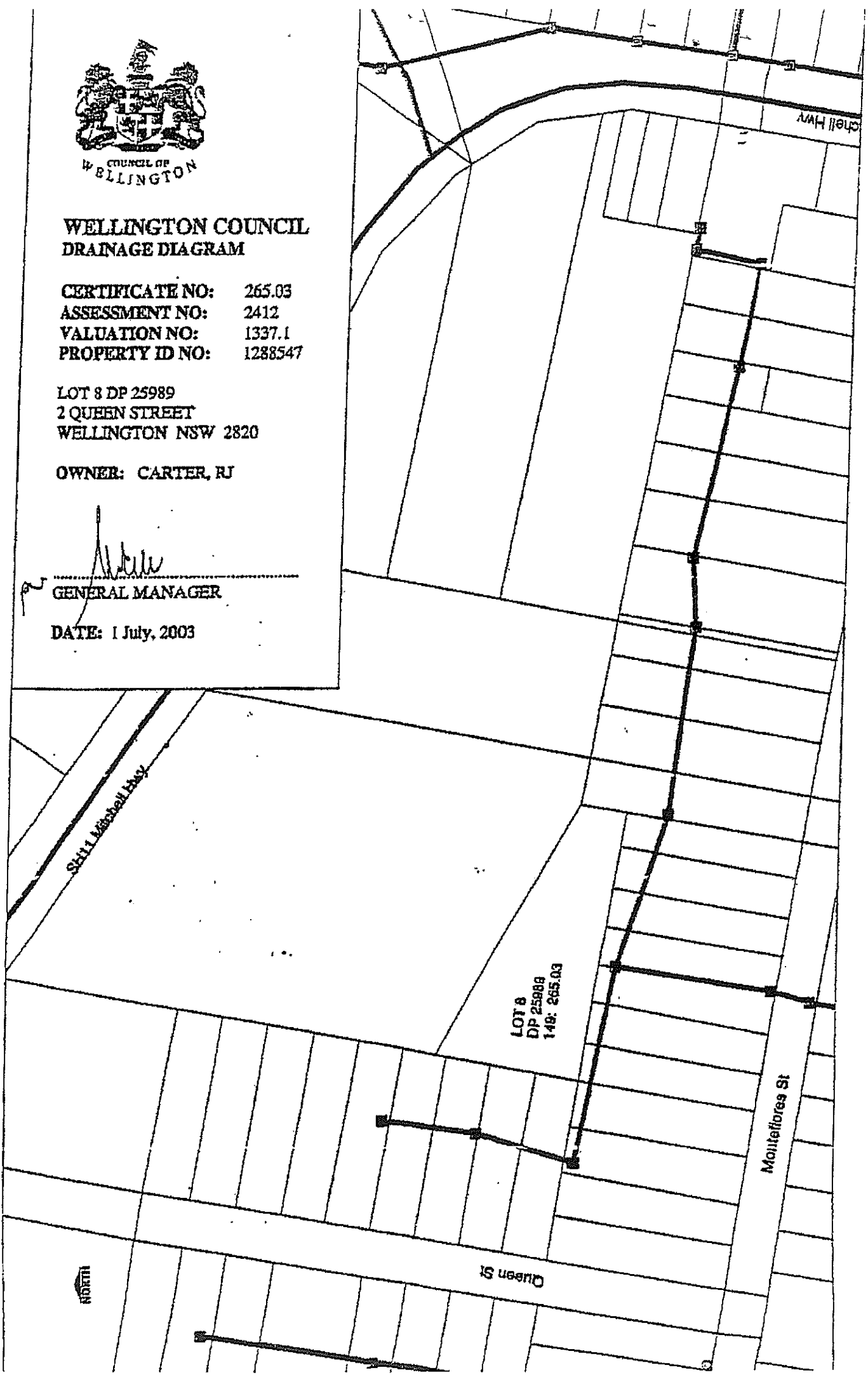
**CERTIFICATE NO:** 265.03  
**ASSESSMENT NO:** 2412  
**VALUATION NO:** 1337.1  
**PROPERTY ID NO:** 1288547

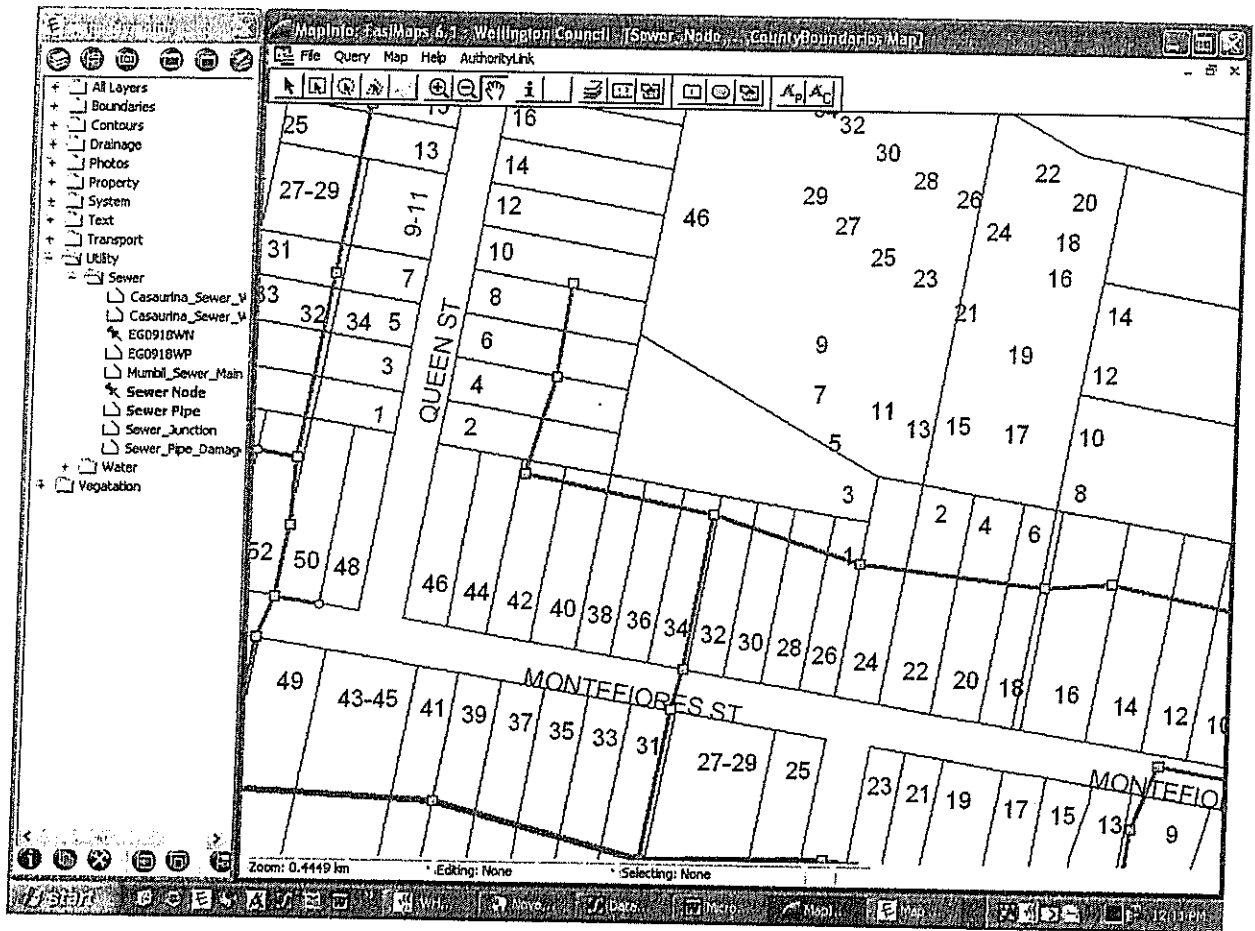
**LOT 8 DP 25989  
2 QUEEN STREET  
WELLINGTON NSW 2820**

**OWNER: CARTER, RJ**

  
GENERAL MANAGER

**DATE: 1 July, 2003**





Certificate No: 252  
Applicant Ref: GPD:13005318  
Receipt No: 80835252

04/02/2021

Low Doherty & Stratford  
9 Campbell Street  
BLACKTOWN NSW 2148



## PLANNING CERTIFICATE

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

**Parcel No:** 52236  
**Property description:** Lot: 1 DP: 1115930, 24 Montefiores Street MONTEFIORES

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

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

**Local Environmental Plan (LEP):**  
Wellington Local Environmental Plan, 2012

**State Environmental Planning Policies (SEPP):**  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004,  
applies to the subject land.

State Environmental Planning Policy No 21 - Caravan Parks, applies to the State.

State Environmental Planning Policy No 33 - Hazardous and Offensive Development, applies to  
the State.

State Environmental Planning Policy No 36 - Manufactured Home Estates, applies to the State.

State Environmental Planning Policy No 50 - Canal Estate Development, applies to the State.

State Environmental Planning Policy No 55 - Remediation of Land, applies to the State.

State Environmental Planning Policy No 64 - Advertising and Signage, applies to the State.

All communications to: **CHIEF EXECUTIVE OFFICER**

**ABN 53 539 070 928**

PO Box 81 Dubbo NSW 2830

T [02] 6801 4000 F [02] 6801 4259 E [council@dubbo.nsw.gov.au](mailto:council@dubbo.nsw.gov.au)

Civic Administration Building Church St Dubbo NSW 2830

W [dubbo.nsw.gov.au](http://dubbo.nsw.gov.au)



State Environmental Planning Policy No 65 - Design Quality of Residential Flat Development, applies to the State.

State Environmental Planning Policy (State Significant Precincts) 2005, applies to the State.

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007, applies to the State.

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

State Environmental Planning Policy (Infrastructure) 2007, applies to the State.

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

State Environmental Planning Policy (Affordable Rental Housing) 2009, applies to the State.

State Environmental Planning Policy (State and Regional Development) 2011, applies to the State.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017, applies to the State.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017, applies to the State.

State Environmental Planning Policy (Primary Production and Rural Development) 2019, applies to the State.

State Environmental Planning Policy (Concurrences) 2018, applies to the State.

**Draft Local Environmental Planning Instrument:**

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

**Development Control Plan (DCP):**

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

**The subject land is zoned:**

Zone R2 Low Density Residential

(1) Objectives of zone

- \* To provide for the housing needs of the community within a low density residential environment.
- \* To enable other land uses that provide facilities or services to meet the day to day needs of residents.

- (2) Permitted without consent  
Environmental protection works; Home occupations
- (3) Permitted with consent  
Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home businesses; Home industries; Home occupations (sex services); Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation facilities (indoor); Recreation facilities (outdoor); Residential accommodation; Respite day care centres; Roads; Tank-based aquaculture
- (4) Prohibited  
Attached dwellings; Hostels; Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not specified in item 2 or 3.

Notwithstanding the above land use permissibility information indicating development 'permitted without consent'; development 'permitted with consent'; and development 'prohibited', the Wellington Local Environmental Plan 2012 provides in some circumstances additional use provisions and other relevant land use permissibility/prohibition provisions.

It is recommended that consultation of the Wellington Local Environmental Plan 2012 be undertaken to ascertain precisely the types of land uses permissible or prohibited on the land the subject of this Certificate.

**Development Standards – Dwelling House:**

There are no development standards pursuant to the Wellington Local Environmental Plan 2012 that fix minimum land dimensions for the erection of a dwelling house on the subject land.

**Critical habitat:**

The land does not include or comprise 'critical habitat' under Dubbo Local Environment Plan 2011 or Wellington Local Environmental Plan 2012.

**Conservation area:**

The land is not in a conservation area under Dubbo Local Environment Plan 2011 or Wellington Local Environmental Plan 2012.

**Heritage:**

A heritage item is not situated on the land under Dubbo Local Environment Plan 2011 or Wellington Local Environmental Plan 2012.

**Complying development:**

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

*Part 3B. Low Rise Medium Density Housing Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 3C. Greenfield Housing Code:*

No - does not apply to the land.

*Part 3D. Inland Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 4. Housing Alterations Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 4A. General Development Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 5. Commercial and Industrial Alterations Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 5A. and 5B. Commercial and Industrial (New Buildings and Additions) Code and the Container Recycling Facilities Code:*

No - does not apply to the land.

*Part 6. Subdivision Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 7. Demolition Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 8. Fire Safety Code:*

Complying Development can be undertaken on the land under this code, as applicable.

**Coastal Protection:**

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



**Mine Subsidence:**

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

**Road Widening and Road Realignment:**

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

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

**Council and Other Public Authority Policies on Hazard Risk Restrictions:**

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

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

The subject land is in whole/part classified as 'Natural Resource - Groundwater Vulnerability' pursuant to the Wellington Local Environmental Plan 2012, Clause 6.4. For further information, please contact Council's Development and Environment Division on (02) 6801 4000.

**Flood-related Development Control Information:**

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

**Land Reserved for Acquisition:**

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

**Contribution Plans:**

Wellington Section 94A Contribution Plan 2012, applies to the subject land.

Wellington Development Servicing Plan No. 1, applies to the subject land.

**Biodiversity Certified Land:**

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

**Biodiversity Stewardship Sites:**

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

**Native Vegetation Clearing Set Asides:**

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

**Bushfire Prone Land:**

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

**Property Vegetation Plans:**

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

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

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

**Directions under Part 3A:**

This section of the Act has been repealed.

**Site Compatibility Certificates and Conditions of Seniors Housing:**

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

**Site Compatibility Certificates for Infrastructure, Schools or TAFE Establishments:**

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

**Site Compatibility Certificates and Conditions for Affordable Rental Housing:**

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

**Paper Subdivision Information:**

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

**Site Verification Certificates:**

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

**Loose-fill Asbestos Insulation:**

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

**Affected Building Notices and Building Product Rectification Orders:**

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

**Matters arising under the Contaminated Land Management Act, 1997**

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

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

**ADDITIONAL INFORMATION PURSUANT TO SECTION 10.7 (5) OF THE  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**NOTE:**

When information under Section 10.7 (5) is requested, the Council is under no obligation to provide any of the information supplied in this part. We draw your attention to Section 10.7 (6) that states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land does not imply that the land is not affected by any matter referred to in this Planning Certificate.

The Council has made no inspection of the property for the purposes of this Certificate. The purchaser should satisfy himself/herself by his/her own inspection of the property that there are no breaches of development consent in respect of the subject property.

Information provided by the Council under Section 10.7 (5) of the Act does not include advice as to whether or not the subject land is affected by an easement, right of way, covenant or other similar instrument. Information in this regard is included on the title information for the subject property.

Details of development consent for the property are available on request from Council.

**Services:**

Sewer is available to this parcel of land. For further information, please contact Council's Infrastructure Division on (02) 6801 4000.

Council water supply is available to this allotment. For further information, please contact Council's Infrastructure Division on (02) 6801 4000.

**General Property Comments:**

The subject land has available access via a dedicated public road of which all or part is not maintained by Council.

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



*Stephen Wallace*  
Director Planning and Environment

Certificate No: 260  
Applicant Ref: GPD:13005318  
Receipt No: 80836747

11/02/2021

Low Doherty & Stratford  
9 Campbell Street  
BLACKTOWN NSW 2148



## PLANNING CERTIFICATE

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

**Parcel No:** 52237  
**Property description:** Lot: 2 DP: 1115930, 24 Montefiores Street MONTEFIORES

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

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

**Local Environmental Plan (LEP):**  
Wellington Local Environmental Plan, 2012

**State Environmental Planning Policies (SEPP):**  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004,  
applies to the subject land.

State Environmental Planning Policy No 21 - Caravan Parks, applies to the State.

State Environmental Planning Policy No 33 - Hazardous and Offensive Development, applies to  
the State.

State Environmental Planning Policy No 36 - Manufactured Home Estates, applies to the State.

State Environmental Planning Policy No 50 - Canal Estate Development, applies to the State.

State Environmental Planning Policy No 55 - Remediation of Land, applies to the State.

State Environmental Planning Policy No 64 - Advertising and Signage, applies to the State.

All communications to: **CHIEF EXECUTIVE OFFICER**

**ABN 53 539 070 928**

PO Box 81 Dubbo NSW 2830

T (02) 6801 4000 F (02) 6801 4259 E [council@dubbo.nsw.gov.au](mailto:council@dubbo.nsw.gov.au)

Civic Administration Building Church St Dubbo NSW 2830

W [dubbo.nsw.gov.au](http://dubbo.nsw.gov.au)



State Environmental Planning Policy No 65 - Design Quality of Residential Flat Development, applies to the State.

State Environmental Planning Policy (State Significant Precincts) 2005, applies to the State.

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007, applies to the State.

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

State Environmental Planning Policy (Infrastructure) 2007, applies to the State.

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

State Environmental Planning Policy (Affordable Rental Housing) 2009, applies to the State.

State Environmental Planning Policy (State and Regional Development) 2011, applies to the State.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017, applies to the State.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017, applies to the State.

State Environmental Planning Policy (Primary Production and Rural Development) 2019, applies to the State.

State Environmental Planning Policy (Concurrences) 2018, applies to the State.

**Draft Local Environmental Planning Instrument:**

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

**Development Control Plan (DCP):**

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

**The subject land is zoned:**

Zone R2 Low Density Residential

(1) Objectives of zone

- \* To provide for the housing needs of the community within a low density residential environment.
- \* To enable other land uses that provide facilities or services to meet the day to day needs of residents.

- (2) Permitted without consent  
Environmental protection works; Home occupations
- (3) Permitted with consent  
Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home businesses; Home industries; Home occupations (sex services); Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation facilities (indoor); Recreation facilities (outdoor); Residential accommodation; Respite day care centres; Roads; Tank-based aquaculture
- (4) Prohibited  
Attached dwellings; Hostels; Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not specified in item 2 or 3.

Notwithstanding the above land use permissibility information indicating development 'permitted without consent'; development 'permitted with consent'; and development 'prohibited', the Wellington Local Environmental Plan 2012 provides in some circumstances additional use provisions and other relevant land use permissibility/prohibition provisions.

It is recommended that consultation of the Wellington Local Environmental Plan 2012 be undertaken to ascertain precisely the types of land uses permissible or prohibited on the land the subject of this Certificate.

**Development Standards – Dwelling House:**

There are no development standards pursuant to the Wellington Local Environmental Plan 2012 that fix minimum land dimensions for the erection of a dwelling house on the subject land.

**Critical habitat:**

The land does not include or comprise 'critical habitat' under Dubbo Local Environment Plan 2011 or Wellington Local Environmental Plan 2012.

**Conservation area:**

The land is not in a conservation area under Dubbo Local Environment Plan 2011 or Wellington Local Environmental Plan 2012.

**Heritage:**

A heritage item is not situated on the land under Dubbo Local Environment Plan 2011 or Wellington Local Environmental Plan 2012.

**Complying development:**

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

*Part 3B. Low Rise Medium Density Housing Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 3C. Greenfield Housing Code:*

No - does not apply to the land.

*Part 3D. Inland Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 4. Housing Alterations Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 4A. General Development Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 5. Commercial and Industrial Alterations Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 5A. and 5B. Commercial and Industrial (New Buildings and Additions) Code and the Container Recycling Facilities Code:*

No - does not apply to the land.

*Part 6. Subdivision Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 7. Demolition Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 8. Fire Safety Code:*

Complying Development can be undertaken on the land under this code, as applicable.

**Coastal Protection:**

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



**Mine Subsidence:**

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

**Road Widening and Road Realignment:**

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

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

**Council and Other Public Authority Policies on Hazard Risk Restrictions:**

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

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

The subject land is in whole/part classified as 'Natural Resource - Groundwater Vulnerability' pursuant to the Wellington Local Environmental Plan 2012, Clause 6.4. For further information, please contact Council's Development and Environment Division on (02) 6801 4000.

**Flood-related Development Control Information:**

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

**Land Reserved for Acquisition:**

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

**Contribution Plans:**

Wellington Section 94A Contribution Plan 2012, applies to the subject land.

Wellington Development Servicing Plan No. 1, applies to the subject land.

**Biodiversity Certified Land:**

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

**Biodiversity Stewardship Sites:**

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

**Native Vegetation Clearing Set Asides:**

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

**Bushfire Prone Land:**

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

**Property Vegetation Plans:**

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

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

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

**Directions under Part 3A:**

This section of the Act has been repealed.

**Site Compatibility Certificates and Conditions of Seniors Housing:**

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

**Site Compatibility Certificates for Infrastructure, Schools or TAFE Establishments:**

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

**Site Compatibility Certificates and Conditions for Affordable Rental Housing:**

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

**Paper Subdivision Information:**

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

**Site Verification Certificates:**

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

**Loose-fill Asbestos Insulation:**

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

**Affected Building Notices and Building Product Rectification Orders:**

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

**Matters arising under the Contaminated Land Management Act, 1997**

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

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

**ADDITIONAL INFORMATION PURSUANT TO SECTION 10.7 (5) OF THE  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**NOTE:**

When information under Section 10.7 (5) is requested, the Council is under no obligation to provide any of the information supplied in this part. We draw your attention to Section 10.7 (6) that states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land does not imply that the land is not affected by any matter referred to in this Planning Certificate.

The Council has made no inspection of the property for the purposes of this Certificate. The purchaser should satisfy himself/herself by his/her own inspection of the property that there are no breaches of development consent in respect of the subject property.

Information provided by the Council under Section 10.7 (5) of the Act does not include advice as to whether or not the subject land is affected by an easement, right of way, covenant or other similar instrument. Information in this regard is included on the title information for the subject property.

Details of development consent for the property are available on request from Council.

**Services:**

Sewer is not available to this parcel of land. For further information please contact Council's Infrastructure Division on (02) 6801 4000.

Council water supply is available to this allotment. For further information, please contact Council's Infrastructure Division on (02) 6801 4000.

A water main is located within this parcel of land and may affect positioning of development and/or structures on the land. For further information, contact Council's Infrastructure Division on (02) 6801 4000.

**General Property Comments:**

The subject land has available access via a dedicated public road of which all or part is not maintained by Council.

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



*Stephen Wallace*  
Director Planning and Environment

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

24 Montefiores Great Montefiores NSW 2020

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

### DISPUTES

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

### AUCTIONS

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

### WARNINGS

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

|   |  |
|---|--|
| <p>APA Group<br/>         Australian Taxation Office<br/>         Council<br/>         County Council<br/>         Department of Planning, Industry and Environment<br/>         Department of Primary Industries<br/>         Electricity and gas<br/>         Land &amp; Housing Corporation<br/>         Local Land Services</p> | <p>NSW Department of Education<br/>         NSW Fair Trading<br/>         Owner of adjoining land<br/>         Privacy<br/>         Public Works Advisory<br/>         Subsidence Advisory NSW<br/>         Telecommunications<br/>         Transport for NSW<br/>         Water, sewerage or drainage authority</p> |
|---|--|

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

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

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

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

|                              |   |
|------------------------------|---|
| <i>adjustment date</i>       | the earlier of the giving of possession to the purchaser or completion;   |
| <i>bank</i>                  | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;  |
| <i>business day</i>          | any day except a bank or public holiday throughout NSW or a Saturday or Sunday;   |
| <i>cheque</i>                | a cheque that is not postdated or stale;  |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;   |
| <i>deposit-bond</i>          | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;  |
| <i>depositholder</i>         | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);  |
| <i>document of title</i>     | document relevant to the title or the passing of title;   |
| <i>FRCGW percentage</i>      | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);   |
| <i>FRCGW remittance</i>      | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;  |
| <i>GST Act</i>               | A New Tax System (Goods and Services Tax) Act 1999;   |
| <i>GST rate</i>              | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);  |
| <i>GSTRW payment</i>         | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );  |
| <i>GSTRW rate</i>            | the rate determined under ss14-250(b), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);  |
| <i>legislation</i>           | an Act or a by-law, ordinance, regulation or rule made under an Act;  |
| <i>normally</i>              | subject to any other provision of this contract;  |
| <i>party</i>                 | each of the vendor and the purchaser;   |
| <i>property</i>              | the land, the improvements, all fixtures and the inclusions, but not the exclusions;  |
| <i>planning agreement</i>    | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;  |
| <i>requisition</i>           | an objection, question or requisition (but the term does not include a claim);  |
| <i>rescind</i>               | rescind this contract from the beginning;   |
| <i>serve</i>                 | serve in writing on the other <i>party</i> ;  |
| <i>settlement cheque</i>     | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>               |
| <i>solicitor</i>             | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;   |
| <i>TA Act</i>                | Taxation Administration Act 1953;   |
| <i>terminate</i>             | terminate this contract for breach;   |
| <i>variation</i>             | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;   |
| <i>within</i>                | in relation to a period, at any time before or during the period; and   |
| <i>work order</i>            | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

## 2 Deposit and other payments before completion

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

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- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor*, the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

**25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –



- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within that time* and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind* but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within* 7 days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
  - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
  - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
  - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
  - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
  - ECNL* the Electronic Conveyancing National Law (NSW);
  - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
  - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
  - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

|                                 |   |
|---------------------------------|---|
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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