



**ATTACHMENTS TO REPORTS OF THE BLAYNEY SHIRE COUNCIL MEETING
HELD ON MONDAY 17 JUNE 2019**

CORPORATE SERVICES REPORTS

01 Blayney Residential Development Project - Land Sales

Attachment 2: Standard Sales Contract without Builders Terms..... 1

Attachment 3: Standard Sales Contract with Builders Terms..... 51

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Contract for the sale and purchase of land 2018 edition

| TERM | MEANING OF TERM | NSW Duty: |
|--|--|---|
| vendor's agent | | Phone Fax Ref |
| co-agent | | |
| vendor | Blayney Shire Council 91 Adelaide Street, Blayney NSW 2799 (PO Box 62, Blayney) | |
| vendor's solicitor | Arden Law 54 Adelaide Street, Blayney NSW 2799 (PO Box 4, Blayney) | Phone 6368 2404 Fax 6368 2537 Ref |
| date for completion | See Special Condition 42 | (clause 15) |
| land (address, plan details and title reference) | 32 Plumb Street, Blayney NSW 2799 Plan: Lot in unregistered plan of subdivision which forms part of Lot 1 in DP 250822 Folio Identifier: Part 1/250822 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | |
| attached copies | documents in the List of Documents as marked or numbered: other documents: | |

| | | | |
|--|---|--|--|
| A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property. | | | |
| inclusions | <input type="checkbox"/> blinds | <input type="checkbox"/> dishwasher | <input type="checkbox"/> light fittings |
| | <input type="checkbox"/> built-in wardrobes | <input type="checkbox"/> fixed floor coverings | <input type="checkbox"/> range hood |
| | <input type="checkbox"/> clothes line | <input type="checkbox"/> insect screens | <input type="checkbox"/> solar panels |
| | <input type="checkbox"/> curtains | <input type="checkbox"/> other: | <input type="checkbox"/> stove |
| | | | <input type="checkbox"/> pool equipment |
| | | | <input type="checkbox"/> TV antenna |
| exclusions | | | |
| purchaser | | | |
| purchaser's solicitor | | | Phone Fax Ref |
| price | \$ | | |
| deposit | \$ | | (10% of the price, unless otherwise stated) |
| balance | \$ | | |
| contract date | | | (if not stated, the date this contract was made) |
| buyer's agent | | | |

| | | |
|--|--|---------|
| vendor | GST AMOUNT (optional) The price includes GST of: \$ | witness |
| purchaser <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares | | witness |

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

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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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.
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:**

| | |
|---|--|
| Australian Taxation Office | NSW Fair Trading |
| Council | NSW Public Works Advisory |
| County Council | Office of Environment and Heritage |
| Department of Planning and Environment | Owner of adjoining land |
| Department of Primary Industries | Privacy |
| East Australian Pipeline Limited | Roads and Maritime Services |
| Electricity and gas | Subsidence Advisory NSW |
| Land & Housing Corporation | Telecommunications |
| Local Land Services | Transport for NSW |
| NSW Department of Education | Water, sewerage or drainage authority |

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 stamp 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.**

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>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>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>remittance amount</i> | 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>rescind</i> | rescind this contract from the beginning; |
| <i>RW 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>RW rate</i>); |
| <i>RW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>serve</i> | serve in writing on the other party; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none">• issued by a <i>bank</i> and drawn on itself; or• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice served by the party; |
| <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 18B of the Swimming Pools Regulation 2008). |

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*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

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- 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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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- 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

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- 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 an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve evidence* of submission of an *RW 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 *RW 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 *RW payment*.
- 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 lodgement fee to the purchaser, plus another 20% of that fee.
16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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;
• *remittance amount payable*;
• *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

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

- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached, was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *serviced* if it is *serviced* by the *party* or the *party's* *solicitor*;
- 20.6.3 *serviced* if it is *serviced* on the *party's* *solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *serviced* if it is *serviced* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *serviced* if it is sent by email or fax to the *party's* *solicitor*, unless in either case it is not received;
- 20.6.6 *serviced* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *serviced* at the earliest time it is *serviced*, if it is *serviced* 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 not disclosed in this contract; or
 - 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 substantially disadvantages the purchaser and is not disclosed in this contract; or

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- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not 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, but only 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 *Lodgement 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*;
- 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*; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least *1 business day* before the *date for completion*.
- 30.10 At least *1 business day* before the *date for 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

Land – 2018 edition

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- 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 *Lodgement 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
 - 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 –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</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 *remittance amount* 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 remittance amount.*
- 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 LUMB ST BLAYNEY NSW 2799

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes
Proposed electronic transaction (clause 30) 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 **RW 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.

RW payment (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name: Blayney Shire Council
Supplier's ABN: 47619 651511
Supplier's business address: 91 Adelaide Street, Blayney, NSW 2799
Supplier's email address: council@blayney.nsw.gov.au
Supplier's phone number: (02) 6368 2104
Supplier's proportion of **RW payment**: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **RW rate** (residential withholding rate): \$

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

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

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

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

REPEACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

List of Documents

| | |
|--|--|
| <p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input checked="" type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance | <p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 document relevant to off-the-plan sale <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 58 |
|--|--|

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

Cooling-off certificate

I, _____
of _____

in the State of New South Wales, Solicitor/Barrister certify as follows:

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property known as Lot _____ in unregistered plan of subdivision which forms part of Lot 1 in DP250822 from the Blayney Shire Council as Vendor to as purchaser in order that there is no cooling-off period in relation to that contract.
- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to
the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:
 - (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

PROBATION OF COPYRIGHT MAY RESULT IN LEGAL ACTION

THIS IS THE ANNEXURE CONTAINING ADDITIONAL CLAUSES FOR THE CONTRACTS FOR THE SALE AND PURCHASE OF LAND BETWEEN BLAYNEY SHIRE COUNCIL ("THE VENDOR") AND HANNAH ROSE STAMMERS ("THE PURCHASER")

DATED THIS

SPECIAL CONDITIONS

32 Variation of the form of Contract for the Sale of Land 2018 Edition to which this Annexure is annexed:

- 32.1 Clause 7.1.1 is amended as by deleting "5%" and replacing it with "1%".
- 32.2 Clause 8.1 is amended by deletion of the words "on reasonable grounds".
- 32.3 Clause 8.1.2 is amended by deletion of the words "and those grounds".
- 32.4 Clause 10.1 is amended by inserting "or delay completion" after "terminate".
- 32.5 Clauses 16.11.1 and 16.11.3 are amended by adding to each "or any other place reasonably nominated by the vendor's solicitors".
- 32.6 Clause 25 is deleted.
- 32.7 Clause 29 is deleted.

33 Condition of property

- 33.1 The purchaser acknowledges that the purchaser is purchasing the property as a result of the purchaser's own inspection and in its present condition and state of repair and subject to all faults and defects both latent and patent and that the vendor has not nor has anyone on the vendor's behalf made any warranty or representation other than as set out herein.

34 Late completion

- 34.1 In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser must pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided that there must be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

34.2 The parties acknowledge that the rate of interest in 34.1 represents a genuine pre-estimate of the vendor's loss of interest in the purchase monies and outgoings suffered in the event that the purchaser fails to complete this Contract within the time stated on page 1 hereof.

35 Notice to complete

35.1 If a party does not complete this contract on the completion date, the party not in default may, if it is ready willing and able to complete, serve on the party in default a notice to complete, requiring the party in default to complete this contract within not less than 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.

35.2 The party serving a notice to complete may at any time:

- (a) Withdraw a notice to complete by further notice to the party in default and at the party's option, issue a further notice to complete. This right can be exercised as many times as the party deems fit; or
- (b) Extend the notice to complete by further notice to the party in default (Extension Notice), for such time as that party deems fit. The last day for completion set out in the Extension Notice is an essential date for completion. This right can be exercised as many times as the party deems fit.

35.3 If a party issues a notice to complete, the other party will be liable for and must pay on demand an amount of \$400.00 (plus GST) for the legal costs incurred by the party in issuing the notice to complete. Such party must pay the costs to the other parties' solicitors or conveyancer by a separate settlement cheque at completion of this contract.

36 Introduction to the Vendor

36.1 The purchaser warrants that the purchaser was not introduced to the vendor or the property by any real estate agent except the agent named on the front page and the purchaser indemnifies the vendor (and if more than one each of them) against any claim for commission by reason of any such other introduction and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities will continuing indemnities and will not merge on completion.

37 Finance not required

37.1 The purchaser warrants to the vendor that:

- (a) The purchaser does not require finance to purchase the property; or
- (b) The purchaser has obtained approval for finance to purchase this property on terms reasonable to the purchaser.

38 Rescission of Contract

38.1 Should the purchaser become entitled to rescind this Contract for the breach of the warranty in clause 1(d) of Schedule 3, Part 1 of the Conveyancing (Sale of Land) Regulations 2017, the vendor will also be entitled to rescind the Contract provided any such right is exercised before the purchaser has served a notice of rescission.

39 Death or incapacity

39.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party, or if more than one any of them, prior to completion:

- (a) Die or become mentally ill, then either party may by notice in writing to the other rescind this Contract and the provisions of clause 19 will apply.
- (b) 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 of arrangement with its creditors under Part VIII of the Companies (New South Wales) Code or should any liquidator, receiver or official manager be appointed in respect of the purchaser then the purchaser will be deemed to be in default of this Contract.

40 Survey Report and Building Certificate

40.1 The purchaser acknowledges that if the vendor is not in possession of a Survey Report the purchaser must not request the vendor to supply a Survey Report on or before completion.

40.2 Despite anything contained in this contract or rule of law to the contrary, the vendor is not required to do any work or expend any money on or in relation to the property.

41. Unregistered Plan

41.1 This Contract is subject to the registration of the plan of subdivision to be prepared which is substantially the same as the plan annexed hereto ("the Plan") and marked "A" as well as an Instrument setting out the Terms of Covenants and Restrictions as to User pursuant to section 88B of the *Conveyancing Act 1919 (NSW)* ("the Instrument") and marked "B" to create the easements and restrictions which will be referred to on the Plan.

In this respect the parties expressly agree that the vendor or its agent or contractors may amend the Plan and the Instrument prior to or after registration:

- (a) so as to include or exclude land from the subdivision (including the further subdividing of any lot in the Plan or the consolidation of any lots on the Plan into one or more lots);
- (b) to comply with any requisition made by the NSW Land Registry Service or any other appropriate authority;
- (c) to comply with any requirement of the appropriate Council or governing authority;
- (d) to include easements for services as required by the development;
- (e) to correct any error in the Plan or the Instrument;
- (f) to correct any error which is evidenced on the face of the Plan or the Instrument;
- (g) in such manner as may be agreed between the parties;
- (h) in any minor aspect which does not impact upon the subject land in any material manner; and

the vendor will do everything reasonable to have the Plan and 88B registered within 12 months of the date of the Contract, or such further period not exceeding 3 months as is nominated by the vendor, with or without alteration to the Plan or the 88B.

HOWEVER the vendor may, by notice in writing to the purchaser prior to the expiration of the abovementioned period, extended the date for registration of the Plan due to the occurrence of an event outside the vendor's control, including but not limited to:

- (a) changes in law;
- (b) requirements of Council or other appropriate authority; or
- (c) delays in obtaining any approval or consent required to enable registration of the Plan and 88B;

but in no case will the extension extend beyond a further 6 months.

IF the Plan and 88B are not registered within a period of 18 months, then either party may by written notice to the other, rescind the Contract in which event the provisions of clause 19 hereof will apply.

41.2 In the event that there is a variation or discrepancy between the dimensions or position of the subject lot as shown on the Plan and representation of the subject lot on the Plan is registered by the Registrar General and that variation or discrepancy is other than minor or will materially or adversely affect the purchaser's use and enjoyment of the subject property, the purchaser can, subject to the terms of this clause, rescind this Contract by notice in writing to the vendor given not later than 7 days after the date upon which the vendor serves notice of the registration of the Plan as a deposited plan by the Registrar General. If the right of rescission conferred by this clause is not exercised within the said period of 7 days that right of rescission will immediately lapse. The parties agree that for the purpose of this clause a variation of the dimension of the land will not be considered "minor" if that variation of dimension is greater than 5% of the previous dimension.

41.3 The purchaser must not make any requisition, objection or claim for compensation in respect of, nor will the purchaser be entitled to rescind or terminate this Contract by reason of, any matter whatsoever arising out of or in any way related to the Plan or Instrument.

42. Completion

42.1 Completion of this Contract will take place at the expiration of 14 days from the date the vendor, by notice in writing, informs the purchaser that the Plan has been registered ("the Completion Date").

43. Rates

43.1 If Council and water rates have not issued separate assessment the following rates are to apply:

- (a) Council rates and charges - \$1,500 per annum; and
- (b) Water rates - \$80 per quarter.

44. No Land Banking

- 44.1 The purchaser acknowledges that the Property has been identified by the vendor as a site of strategic significance and the purchaser acknowledges that it enters into this Contract with the intention of developing the site for residential use and that the land is not to be held undeveloped ("Land Banking").
- 44.2 The purchaser will do all things and execute all documents, to create, and, consents to the Council registering on the title to the Property as soon as practicable after Completion a positive covenant pursuant to Section 88E Conveyancing Act 1919 in the form of the draft Dealing form 13PC annexed hereto and marked "C" ("the Positive Covenant").
- 44.3 The purchaser warrants that the registered proprietor of the Property and any other lessee, mortgagee or chargee who will acquire an interest in the Property on or after Completion and whose consent is required to the Positive Covenant will execute the dealing or otherwise provide such consent as required by Land Registry Service to enable registration of that dealing. On or before Completion the purchaser must provide to the vendor in such form as the vendor may require an agreement and acknowledgement by any proposed registered proprietor, lessee, mortgagee or chargee of the property that it will sign the dealing or such appropriate consent when requested by the vendor so to do.
- 44.4 Subject to Completion the purchaser covenants and agrees with the vendor to carry out a development in accordance with any Development Consent and any associated Development Application or Construction Certificate application approved by the vendor (The Development) as expeditiously as possible and undertakes, subject to clause 44.5, prior twenty-four (24) months from the date for Completion ("the Sunset Date"), to obtain all necessary occupation certificates for the Development.
- 44.5 Provided that the purchaser has completed substantial development of the property in accordance with its obligations pursuant to clause 44.4 within eighteen (18) months after Completion and the purchaser reasonably believes that it will be unable to fully comply with its obligations pursuant to clause 44.4 by the Sunset Date by reason of circumstances it could not reasonably avoid, the purchaser may at any time thereafter, but not later than 3 months prior to the Sunset Date, serve notice in writing on the vendor requesting an extension of time within which to comply with its obligations pursuant to clause 44.4 ("the Request for Extension"). The Request for Extension must set out the reasons for the delay and an estimate of the additional time required to enable the purchaser to comply with its obligations pursuant to clause 44.4.

44.6 The vendor agrees to act reasonably and promptly in considering the Request for Extension and may, subject to clause 44.7, in its absolute discretion grant such reasonable extension of time it considers necessary to enable the purchaser to comply with its obligations pursuant to clause 44.4 to a nominated date later than the Sunset Date ("the Extended Sunset Date"). The vendor must serve notice in writing on the purchaser of its determination within 30 days of receipt of the Request for Extension.

44.7 The parties acknowledge and agree that:

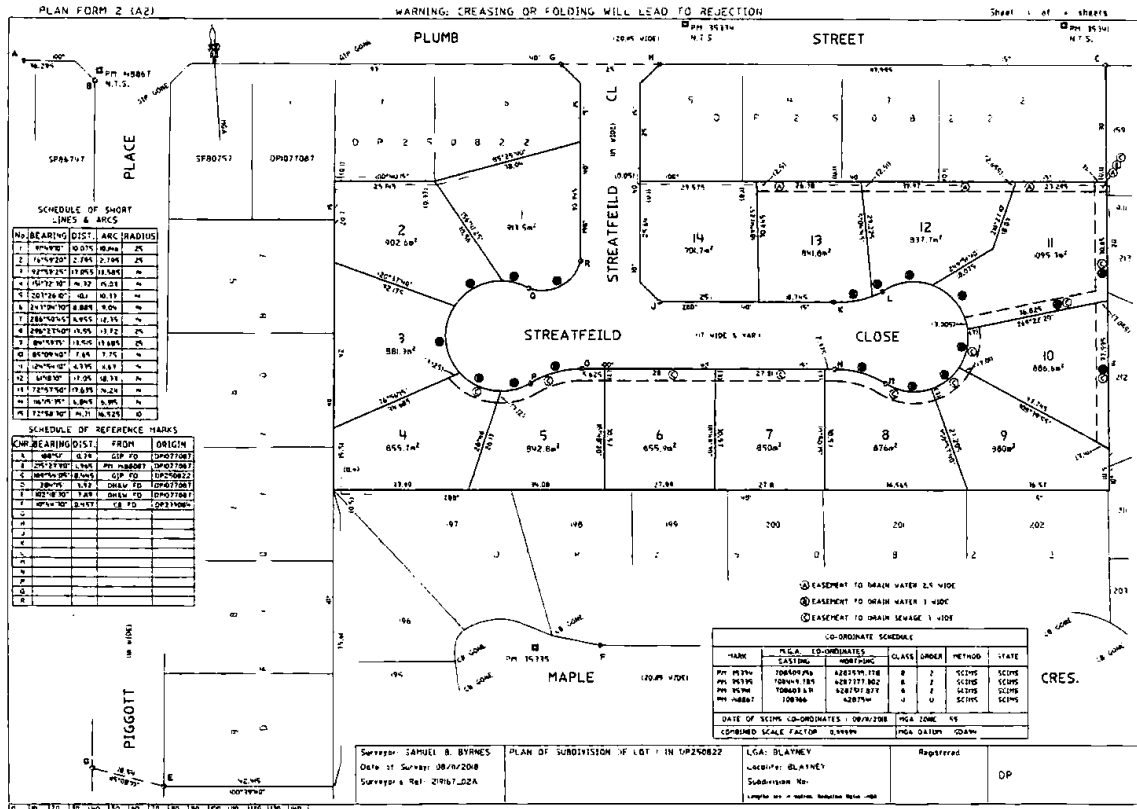
- (a) the Extended Sunset Date will become the date by which the purchaser must fully comply with its obligations pursuant to clause 44.4 in lieu of the Sunset Date; and
- (b) the Extended Sunset Date will be no later than the 3rd anniversary of Completion.

44.8 The provisions of Clause 44 will not merge on Completion.

45. Requisitions on Title

45.1 Notwithstanding anything to the contrary contained in this Contract or implied at common law, the purchaser acknowledges that the purchaser's rights to raise requisitions on title in respect of this Contract and the property the subject of this Contract shall be limited to raising requisitions in the form annexed to this Contract.

Annexure A



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

(Sheet 1 of 4)

Plan Plan of Subdivision of Lot 1 in DP250822 covered by Subdivision Certification No

Full name and address of the owner of the land Blayney Shire Council
91 Adelaide Street,
Blayney NSW 2799

Part 1 (Creation)

| Number of item shown in the intention panel on the plan. | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s). | Benefited lot(s), road(s), bodies or Prescribed Authorities. |
|--|---|-------------------------------------|--|
| 1 | Easement to Drain Water 2.5 wide (A) | Lot 11 Lot 12 Lot 13 | Lots 12, 13 and 14 Lots 13 and 14 Lot 14 |
| 2 | Easement to Drain Water 3 wide (B) | Lot 11 Lot 10 | Lots 9, 10 and Blayney Shire Council Lot 9 |
| 3 | Easement to Drain Sewage 3 Wide (C) | Lots 4, 5, 6, 7, 8, 9, 10 and 11 | Blayney Shire Council |
| 4 | Restriction on the use of land | Lots 1-14 | Blayney Shire Council |

Part 2 (Terms)

Terms of Restriction on use of land numbered 4 in the plan

- 1 (a) No main building shall be erected or be permitted to remain on any Lot burdened having external walls of materials other than of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber or any combination of the same provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall be no less than 25% of such external walls Timber shall not be used in external walls except as infill panels in conjunction with all or any of the above materials and the proportion shall not exceed 25% thereof.

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

(Sheet 2 of 4)

Plan

Plan of Subdivision of Lot 1 in DP250822 covered by Subdivision Certification No.

- (b) No building shall be erected or permitted to remain on any Lot burdened with a roof of materials other than of tiles or slate or colour bond type metal roofing.
- (c) No building constructed on the land shall have a flat roof.
- (d) No main building shall be erected or permitted to remain on any Lot burdened having a floor area of less than 190 square metres inclusive of car accommodation if included under the roof of the main building but excluding verandas, external courtyards, landings and patios.
- (e) No more than one main building shall be erected on any Lot burdened and such main building shall not be used or permitted to be used other than as a single private dwelling and no other building, structure, van, caravan, mobile home or other form of human accommodation shall either permanently or temporarily before or after construction of such main building be used as a dwelling.
- (f) No building erected on any Lot shall be used for any commercial, manufacturing, industrial or retail purpose and no offensive or noisy trade or activity, including the breeding and kennelling of dogs or cats shall be carried out on any Lot burdened.
- (g) No garage or shed shall:
 - i. Be constructed on the Lot burdened between the front building line of the main building and the street alignment;
 - ii. Be constructed on the Lot burdened between the front building line and the rear building line of the main building unless it is constructed of the same materials as the main building;
 - iii. Be constructed to the rear of the main building unless the same is of similar design and of similar materials and colour to the main building but such restrictions shall not apply to the erection of any metal garden shed having a floor area of less than 20 square metres provided it is constructed of Colourbond material.
 - iv. No such building shall be of other than of single storey construction and the roof ridge height shall not exceed 3 metres from ground level.
- (h) Except during the course of construction of buildings, no advertising hoarding or signs shall be displayed or erected on each Lot burdened.
- (i) Except during the course of construction of buildings on each Lot burdened, no shed or machinery, metal, tiles, timber, bricks or any other building materials shall be placed on the land.
- (j) No unregistered caravans or trailers or other vehicles shall be parked or placed on each Lot burdened unless garaged
- (k) No sand, gravel, soil, loam, stone or other earthen material shall be removed or excavated from any Lot burdened except where such removal or excavation is necessary for the construction of a building, swimming pool or other structure.

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

(Sheet 3 of 4)

Plan

Plan of Subdivision of Lot 1 in DP250822 covered by Subdivision Certification No.

- (l) Where common drainage lines are constructed within each Lot burdened, no roof or surface water shall be drained from the land otherwise than directly into such common drainage lines at the connection points provided.
 - (m) No fence shall be erected on the side or rear boundaries of each Lot burdened to a height greater than 1800mm.
 - (n) No fence shall be erected on each Lot burdened closer to the street frontage than either the line of the wall of any building closest to and facing that street or 6 metres whichever distance is greater except that where the Lot burdened is a corner Lot no fence shall be erected on the side boundary street frontage between the building alignment and the front street alignment of that said Lot.
 - (o) No boundary fence shall be erected on a Lot unless such fence is constructed of sand or buff pre-coloured metal panels such as Colourbond, Zincolume or equivalent.
 - (p) Any release, variation, modification or any consent given pursuant to these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
 - (q) For the benefit of adjoining land but only during the ownership thereof by Council their successors and assigns other than purchasers on sale, no fence shall be erected on any Lot burdened to divide the same from such adjoining land without prior written consent of Council but such consent shall not be withheld if such fence is erected without expense to Council and in favour of any person dealing with the purchasers, such consent shall be deemed to have been given in respect of every such Lot.
2. The name of the person or body empowered to release, vary or modify the Restrictions numbered 1(p) in the Plan is Blayney Shire Council while ever they remain the registered proprietors of a Lot benefited or such person or body as may be appointed by Blayney Shire Council and such release, variation or modification at the request of the Registered Proprietor of a Lot burdened shall be at his/her expense.
3. The name of the person or body empowered to release, vary or modify Restriction numbered 1(a) to (q) in the Plan is Blayney Shire Council and such release, variation or modification at the request of the registered proprietor of a Lot shall be at his/her expense.

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

(Sheet 4 of 4)

Plan Plan of Subdivision of Lot 1 in DP250822 covered by Subdivision Certification No.

Council Name: Blayney Shire Council

Authority: Section 377 of the Local Government Act 1993

Signature of Delegate:

Name of Delegate:

Position:

Signature of Witness:

Name of Witness:

Position:

Address of Witness :

Form: 13PC
 Release: 3.1
 License: 01-05-074
 Licensee: LEAP Legal Software Pty Limited
 Firm name: Arden Law

POSITIVE COVENANT

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales
 Section 88E(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

| | | | |
|--------------------------------|--|--|------|
| (A) TORRENS TITLE | | | |
| (B) LODGED BY | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any | |
| | | Reference: _____ | |
| | | CODE | |
| | | PC | |
| (C) REGISTERED PROPRIETOR | Of the above land | | |
| (D) LESSEE MORTGAGEE or CHARGE | Of the above land agreeing to be bound by this positive covenant | | |
| | Nature of Interest | Number of Instrument | Name |
| | Charge | | |
| (E) PRESCRIBED AUTHORITY | Within the meaning of section 88E(1) of the Conveyancing Act 1919 Blayney Shire Council | | |

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE

(G) Execution by the prescribed authority

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Signature of authorised officer:

Name of witness:

Name of authorised officer:

Address of witness:

Position of authorised officer:

(G) Execution by the registered proprietor

I certify that I am an eligible witness and that an authorised officer of the registered proprietor signed this dealing in my presence. [See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:

Authorised officer's name:

Address of witness:

Authority of officer:

Signing on behalf of: Blayney Shire Council

(H) Consent of the

The _____ under No. _____ agrees to be bound by this positive covenant.

I certify that the above _____ who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Signature of chargee:

Name of witness:

Address of witness:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

Annexure A

This is the Annexure A to the Positive Covenant between _____ as Registered Proprietor and Blayney Shire Council as the Prescribed Authority.

1. The registered proprietor/s covenant/s with the Blayney Shire Council to carry out a development on the land in accordance with any Development Consent and any associated Development Application or Construction Certificate application approved by the Blayney Shire Council:
 - a. Within 24 months from the date of registration of this Covenant; or
 - b. Within 36 months pursuant to any extension granted by the Blayney Shire Council.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Blayney Shire Council**
Purchaser: **Hannah Rose Stammers**
Property: **Lot 7, 32 Plumb Street Blayney**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (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 Information Certificate or 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 (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act 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;

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- (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
 - (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
- 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/Benefits**
- 20.
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
- 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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 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. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. 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.
29. 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.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. 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.



LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/250822

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| 19/3/2019 | 3:45 PM | 3 | 21/6/2018 |

LAND

LOT 1 IN DEPOSITED PLAN 250822
AT BLAYNEY
LOCAL GOVERNMENT AREA BLAYNEY
PARISH OF ERROL COUNTY OF BATHURST
TITLE DIAGRAM DP250822

FIRST SCHEDULE

BLAYNEY SHIRE COUNCIL (T AN434620)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP250822 EASEMENT FOR STORMWATER DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2437 BSC

PRINTED ON 19/3/2019

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

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Received: 19/03/2019 15:45:23



Blayney Shire Council

Council Office 91 Adelaide Street, Blayney Postal Address PO Box 52, Blayney NSW 2799
 Telephone (02) 6368 2104 Email council@blayney.nsw.gov.au
 Web www.blayney.nsw.gov.au
 ABN 47 619 651 511

PLANNING CERTIFICATE UNDER SECTION 10.7 (2)
 ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION, 2000

Applicants Name: Arden Law
Address: PO Box 4
 BLAYNEY NSW 2799

Our Reference: IAPP/46962
Your Reference: 2437 BSC
Certificate No.: 67/2019
Receipt No.: 46510
Amount Paid: \$53.00

DESCRIPTION OF LAND

Assessment No: A317350
Property Address: 32 Plumb Street
 BLAYNEY NSW 2799
Lot/Portion: Lot 1 DP250822
Owner: Blayney Shire Council

| | |
|---|--|
| <p>1. Names of relevant planning instruments and DCPs</p> <p>(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.</p> | <p>BLAYNEY LOCAL ENVIRONMENTAL PLAN 2012</p> <p>STATE ENVIRONMENTAL PLANNING POLICIES:</p> <p>21 - CARAVAN PARKS 30 - INTENSIVE AGRICULTURE 33 - HAZARDOUS AND OFFENSIVE DEVELOPMENT 36 - MANUFACTURED HOME ESTATES 44 - KOALA HABITAT PROTECTION 52 - FARM DAMS AND OTHER WORKS IN LAND & WATER MANAGEMENT PLAN AREAS 55 - REMEDIATION OF LAND 62 - SUSTAINABLE AQUACULTURE 64 - ADVERTISING AND SIGNAGE 65 - DESIGN QUALITY OF RESIDENTIAL APARTMENT DEVELOPMENT 70 - AFFORDABLE HOUSING (REVISED SCHEMES) SEPP AFFORDABLE RENTAL HOUSING 2009 SEPP BUILDING SUSTAINABILITY INDEX: BASIX 2004 SEPP (Education Establishments & Child Care Facilities) 2017 SEPP EXEMPT AND COMPLYING DEVELOPMENT CODES 2008 SEPP HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY 2004 SEPP INFRASTRUCTURE 2007 SEPP INTEGRATED & REPEALS 2016 SEPP MINING, PETROLEUM PRODUCTION & EXTRACTIVE INDUSTRIES 2007 SEPP MISCELLANEOUS CONSENT PROVISIONS 2007 SEPP RURAL LANDS 2008 SEPP STATE AND REGIONAL DEVELOPMENT 2011 SEPP (VEGETATION IN NON-RURAL AREAS) 2017</p> |
| <p>(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition</p> | <p>NIL</p> |

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| under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved). | |
| (3) The name of each development control plan that applies to the carrying out of development on the land | BLAYNEY SHIRE COUNCIL DEVELOPMENT CONTROL PLAN 2018 |
| (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument | NIL |
| 2. Zoning and land use under relevant LEPs For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described): | R1 GENERAL RESIDENTIAL |
| (a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)") | |
| (b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent, | REFER TO ATTACHED SCHEDULE A |
| (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent, | REFER TO ATTACHED SCHEDULE A |
| (d) the purposes for which the instrument provides that development is prohibited within the zone, | REFER TO ATTACHED SCHEDULE A |
| (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed, | NIL |
| (f) whether the land includes or comprises critical habitat, | NOT TO COUNCIL'S KNOWLEDGE. HOWEVER, PERSONS WITH AN INTEREST IN THE LAND MAY EXAMINE THE "REGISTER OF CRITICAL HABITAT" WHICH IS KEPT BY THE DIRECTOR-GENERAL OF NATIONAL PARKS AND WILDLIFE SERVICE |
| (g) whether the land is in a conservation area (however described), | NO |
| (h) whether an item of environmental heritage (however described) is situated on the land. | NO |
| 2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006 To the extent that the land is within any zone (however described) under: | NOT APPLICABLE |
| (a) Part 3 of the <i>State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)</i> , or | |
| (b) a Precinct Plan (within the meaning of the 2006 SEPP), or | |
| (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act, | |

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| <p>the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).</p> | |
| <p>3. Complying Development</p> <p>(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) & (4), 1.18 (1)(c3) and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p> <p>(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that policy and the reasons why it may not be carried under those clauses.</p> <p>(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.</p> | <p>COMPLYING DEVELOPMENT APPLIES TO THE LAND AS FOLLOWS:</p> <p>GENERAL HOUSING CODE</p> <p>COMPLYING DEVELOPMENT UNDER THE GENERAL HOUSING CODE MAY BE CARRIED OUT ON THE LAND IN ACCORDANCE WITH SEPP Clause 3.1. IT DOES NOT APPLY IF THE DEVELOPMENT FALLS WITHIN Clause 1.19.</p> <p>RURAL HOUSING CODE</p> <p>NOT APPLICABLE TO THE ZONE. Clause 3A.1.</p> <p>HOUSING ALTERATIONS CODE</p> <p>COMPLYING DEVELOPMENT UNDER THE HOUSING ALTERATIONS CODE MAY BE CARRIED OUT ON THE LAND IN ACCORDANCE WITH SEPP Clause Part 4. IT DOES NOT APPLY IF THE DEVELOPMENT FALLS UNDER Clause 1.19(4)(b).</p> <p>GENERAL DEVELOPMENT CODE</p> <p>COMPLYING DEVELOPMENT UNDER THE GENERAL DEVELOPMENT CODE MAY BE CARRIED OUT ON THE LAND IN ACCORDANCE WITH SEPP Clause 4A, WHERE IT IS PERMISSIBLE IN THE ZONE. IT DOES NOT APPLY IF THE DEVELOPMENT FALLS UNDER Clause 1.19(4)(b).</p> <p>COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE</p> <p>COMPLYING DEVELOPMENT UNDER THE COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE MAY BE CARRIED OUT ON THE LAND IN ACCORDANCE WITH SEPP Clauses 5.1, 5.2.</p> <p>COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE</p> <p>NOT APPLICABLE TO THE ZONE. SEPP CLAUSE 5A.1</p> <p>SUBDIVISIONS CODE</p> <p>COMPLYING DEVELOPMENT UNDER THE SUBDIVISIONS CODE MAY BE CARRIED OUT ON THE LAND, ONLY IN ACCORDANCE WITH SEPP Clauses 6.1, 6.2.</p> <p>DEMOLITION CODE</p> <p>COMPLYING DEVELOPMENT UNDER THE DEMOLITION CODE MAY BE CARRIED OUT ON THE LAND, ONLY IN ACCORDANCE WITH SEPP Clauses 7.1, 7.2.</p> <p>FIRE SAFETY CODE</p> |

Template revision March 2018

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| | <p>COMPLYING DEVELOPMENT UNDER THE FIRE SAFETY CODE MAY BE CARRIED OUT ON THE LAND, ONLY IN ACCORDANCE WITH Clauses 8.2, 8.3.</p> <p>WHERE IT IS UNCLEAR AS TO WHETHER A RESTRICTION APPLIES TO THE LAND, AND WHERE IT MAY ONLY APPLY TO PART OF THE LAND, COUNCIL DOES NOT HAVE SUFFICIENT INFORMATION TO FURTHER DETERMINE THE EXTENT OF APPLICATION.</p> |
| <p>4. Coastal Protection</p> <p>Whether or not the land is affected by the operation of section 38 or 39 of the <i>Coastal Protection Act 1979</i>, but only to the extent that the council has been so notified by the Department of Finance, Services and Innovation.</p> | NOT APPLICABLE |
| <p>4A. Certain information relating to beaches and coasts</p> <p>(1) In relation to a coastal council—whether an order has been made under Part 4D of the <i>Coastal Protection Act 1979</i> in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.</p> <p>(2) In relation to a coastal council:</p> <p>(a) whether the council has been notified under section 55X of the <i>Coastal Protection Act 1979</i> that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>(b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p> | NOT APPLICABLE |
| <p>4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works</p> <p>In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p> <p><i>Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.</i></p> | NOT APPLICABLE |
| <p>5. Mine subsidence</p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <i>Mine Subsidence Compensation Act 1961</i>.</p> | NO |
| <p>6. Road widening and road realignment</p> <p>Whether or not the land is affected by any road widening or road realignment under:</p> <p>(a) Division 2 of Part 3 of the <i>Roads Act 1993</i>, or</p> <p>(b) any environmental planning instrument, or</p> <p>(c) any resolution of the council.</p> | NO |

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| <p>7. Council and other public authority policies on hazard risk restrictions</p> <p>Whether or not the land is affected by a policy: (a) adopted by the council, or (b) 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,</p> <p>that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p> | <p>NO</p> |
| <p>7A. Flood related development controls information</p> <p>(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.</p> <p>(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.</p> <p>(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p> | <p>NO</p> |
| <p>8. Land reserved for acquisition</p> <p>Whether or not any environmental planning instrument or proposed environmental planning instrument, referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.</p> | <p>NO</p> |
| <p>9. Contributions Plan</p> <p>The name of each contributions plan applying to the land.</p> | <p>BLAYNEY LOCAL INFRASTRUCTURE CONTRIBUTIONS PLAN 2013 BSC 6 BLAYNEY SEWER</p> |
| <p>9A. Biodiversity certified land</p> <p>If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect.</p> <p>Note: Biodiversity certified land includes land certified under Part 7AA of the <i>Threatened Species Conservation Act 1995</i> that is taken to be certified under Part 8 of the <i>Biodiversity Conservation Act 2016</i>.</p> | <p>NO</p> |
| <p>10. Biodiversity stewardship sites</p> <p>If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment & Heritage).</p> <p>Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <i>Threatened Species Conservation Act 1995</i> that are taken to be biodiversity stewardship agreements under Part 5 of the <i>Biodiversity Conservation Act 2016</i>.</p> | <p>NO</p> |

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| <p>10A. Native vegetation clearing set asides</p> <p>If the land contains a set aside area under section 60ZC of the <i>Local Land Services Act 2013</i>, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).</p> | <p>NO SET ASIDE AREAS</p> |
| <p>11. Bush fire prone land</p> <p>If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.</p> <p>If none of the land is bush fire prone land, a statement to that effect.</p> | <p>NO</p> <p>THE LAND IS NOT IDENTIFIED AS BUSH FIRE PRONE LAND.</p> |
| <p>12. Property vegetation plans</p> <p>If the land is land to which a property vegetation plan under the <i>Native Vegetation Act 2003</i> applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p> | <p>NOT TO COUNCIL'S KNOWLEDGE. HOWEVER, PERSONS WITH AN INTEREST IN THE LAND SHOULD CONTACT THE DEPARTMENT OF ENVIRONMENT AND HERITAGE AND THE LOCAL CATCHMENT MANAGEMENT AUTHORITY.</p> |
| <p>13. Orders under Trees (Disputes Between Neighbours) Act 2006</p> <p>Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order)</p> | <p>NO</p> |
| <p>14. Directions under Part 3A</p> <p>If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.</p> | <p>NO</p> |
| <p>15. Site compatibility certificates and conditions for seniors housing</p> <p>If the land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies:</p> <p>(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department, and</p> <p>(b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p> | <p>THERE IS NO CURRENT SITE COMPATIBILITY CERTIFICATE FOR HOUSING OF SENIORS OR PEOPLE WITH A DISABILITY THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND.</p> <p>NO DEVELOPMENT CONSENT HAS BEEN GRANTED UNDER THIS SEPP TO THIS LAND SINCE 11 OCTOBER 2007.</p> |

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| <p>16. Site compatibility certificates for infrastructure, schools or TAFE establishments</p> <p>A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is valid, and</p> <p>(b) that a copy may be obtained from the head office of the Department.</p> | <p>THERE IS NO VALID SITE COMPATIBILITY CERTIFICATE THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND.</p> |
| <p>17. Site compatibility certificates and conditions for affordable rental housing</p> <p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) that a copy may be obtained from the head office of the Department.</p> <p>(2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.</p> | <p>THERE IS NO CURRENT SITE COMPATIBILITY CERTIFICATE FOR AFFORDABLE RENTAL HOUSING THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND.</p> <p>NO DEVELOPMENT CONSENT HAS BEEN GRANTED TO THIS LAND UNDER THIS SEPP.</p> |
| <p>18. Paper subdivision information</p> <p>(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.</p> <p>(2) The date of any subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p> | <p>NIL</p> |
| <p>19. Site verification certificates</p> <p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>(a) the matter certified by the certificate, and</p> <p><i>Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</i></p> <p>(b) The date on which the certificate ceases to be current (if any), and</p> <p>(c) That a copy may be obtained from the head office of the Department.</p> | <p>THERE IS NO CURRENT SITE VERIFICATION CERTIFICATE THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND</p> |

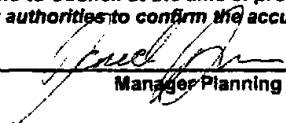
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| <p>20. Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p> | <p>THERE ARE NO KNOWN RESIDENTIAL PREMISES LISTED AS SUCH.</p> |
| <p>21. Affected building notices and building product rectification orders</p> <p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>(a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) Whether any notice of intention to make a building rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:</p> <p>affected building notice has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i>.</p> <p>building product rectification order has the same meaning as in the <i>Building Products (Safety) Act 2017</i>.</p> | <p>THERE ARE NO KNOWN BUILDING NOTICES OR BUILDING PRODUCT RECTIFICATION ORDERS APPLICABLE TO THIS PROPERTY.</p> |
| <p><i>Notes: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:</i></p> <p>(a) <i>that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,</i></p> <p>(b) <i>that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,</i></p> <p>(c) <i>that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,</i></p> <p>(d) <i>that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,</i></p> <p>(e) <i>that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.</i></p> | <p>NO</p> <p>NO</p> <p>NO</p> <p>NO</p> <p>NO</p> |

Disclaimer

This certificate includes information provided to Blayney Shire Council by other authorities and is as current as the latest information available to Council at the time of production of this document. It is strongly recommended that you contact the relevant authorities to confirm the accuracy of the information

Signed:



 Manager Planning

DATE: 21/03/2019

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SCHEDULE A

Zone R1 General Residential

1. **Objectives of zone**

- To provide for the housing needs of the community
- To provide for a variety of housing types and densities
- 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**

Attached dwellings; boarding houses; building identification signs; business identification signs; camping grounds; caravan parks; child care centres; community facilities; dwelling houses; emergency services facilities; exhibition homes; exhibition villages; flood mitigation works; group homes; home businesses; home industries; home occupations (sex services); hostels; information and education facilities; multi dwelling housing; neighbourhood shops; passenger transport facilities; places of public worship; recreation areas; recreation facilities (indoor); recreation facilities (outdoor); residential accommodation; residential flat buildings; respite day care centres; roads; semi-detached dwellings; seniors housing; sewerage systems; shop top housing; tourist and visitor accommodation; water supply systems.

4. **Prohibited**

Biosolids treatment facilities; farm stay accommodation, rural workers' dwellings; sewage treatment plants; water recycling facilities; water treatment facilities; any other development not specified in item 2 or 3.

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Contract for the sale and purchase of land 2018 edition

| TERM | MEANING OF TERM | NSW Duty: |
|--|---|---|
| vendor's agent | | Phone Fax Ref |
| co-agent | | |
| vendor | Blayney Shire Council 91 Adelaide Street, Blayney NSW 2799 (PO Box 62, Blayney) | |
| vendor's solicitor | Arden Law 54 Adelaide Street, Blayney NSW 2799 (PO Box 4, Blayney) | Phone 6368 2404 Fax 6368 2537 Ref |
| date for completion | See Special Condition 46 | (clause 15) |
| land (address, plan details and title reference) | 32 Plumb Street, Blayney NSW 2799 Plan: Lot in unregistered plan of subdivision which forms part of Lot 1 in DP 250822 Folio Identifier: Part 1/250822 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: vacant land | |
| attached copies | documents in the List of Documents as marked or numbered: other documents: | |

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

| | | | | |
|-----------------------|---|--|--|---|
| inclusions | <input type="checkbox"/> 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 solicitor | | | Phone Fax Ref | |
| price | \$\$ | | | |
| deposit | \$\$ | | (10% of the price, unless otherwise stated) | |
| balance | \$\$ | | | |
| contract date | | | (if not stated, the date this contract was made) | |
| buyer's agent | | | | |

| | | |
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| vendor | GST AMOUNT (optional) The price includes GST of: \$ | witness |
| purchaser <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares | | witness |

REPRODUCTION OF COPYRIGHT MAY BE A LEGAL ACTION

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.

32 PLUMBERS
NSW

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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.
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:**

| | |
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| Australian Taxation Office | NSW Fair Trading |
| Council | NSW Public Works Advisory |
| County Council | Office of Environment and Heritage |
| Department of Planning and Environment | Owner of adjoining land |
| Department of Primary Industries | Privacy |
| East Australian Pipeline Limited | Roads and Maritime Services |
| Electricity and gas | Subsidence Advisory NSW |
| Land & Housing Corporation | Telecommunications |
| Local Land Services | Transport for NSW |
| NSW Department of Education | Water, sewerage or drainage authority |

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 stamp 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.**

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 –

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| <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>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>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>remittance amount</i> | 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>rescind</i> | rescind this contract from the beginning; |
| <i>RW 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>RW rate</i>); |
| <i>RW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>serve</i> | serve in writing on the other party; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none">• issued by a <i>bank</i> and drawn on itself; or• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice served by the party; |
| <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 18B of the Swimming Pools Regulation 2008). |

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*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

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- 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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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- 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

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- 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 an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve evidence* of submission of an *RW 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 *RW 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 *RW payment*.
- 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 lodgement fee to the purchaser, plus another 20% of that fee.
16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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;
• *remittance amount payable*;
• *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

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

- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not 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, but only 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 *Lodgement 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*;
- 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*; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least *1 business day* before the *date for completion*.
- 30.10 At least *1 business day before the date for 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- 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 *Lodgement 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
 - 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 –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</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 *remittance amount* 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 remittance amount.*
- 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 LUMB ST BLAYNEY NSW 2799

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Contract for the sale and purchase of land 2018 edition

| TERM | MEANING OF TERM | NSW Duty: |
|--|---|---|
| vendor's agent | | Phone Fax Ref |
| co-agent vendor | Blayney Shire Council 91 Adelaide Street, Blayney NSW 2799 (PO Box 62, Blayney) | |
| vendor's solicitor | Arden Law 54 Adelaide Street, Blayney NSW 2799 (PO Box 4, Blayney) | Phone 6368 2404 Fax 6368 2537 Ref |
| date for completion | See Special Condition 46 | (clause 15) |
| land (address, plan details and title reference) | 32 Plumb Street, Blayney NSW 2799 Plan: Lot in unregistered plan of subdivision which forms part of Lot 1 in DP 250822 Folio Identifier: Part 1/250822 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: vacant land | |
| attached copies | documents in the List of Documents as marked or numbered: other documents: | |

| | | | |
|--|---|---|--|
| A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property. | | | |
| inclusions | <input type="checkbox"/> 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 solicitor | | | Phone Fax Ref |
| price | \$ | | |
| deposit | \$ | | (10% of the price, unless otherwise stated) |
| balance | \$ | | |
| contract date | | | (if not stated, the date this contract was made) |
| buyer's agent | | | |

| | | |
|---|--|----------------|
| vendor | GST AMOUNT (optional) The price includes GST of: \$ | witness |
| purchaser <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares | | witness |

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes
Proposed **electronic transaction** (clause 30) 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 *RW 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.

RW payment (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name: Blayney Shire Council
Supplier's ABN: 47619 651511
Supplier's business address: 91 Adelaide Street, Blayney. NSW. 2799.
Supplier's email address: council@blayney.nsw.gov.au
Supplier's phone number: (02) 6368 2104
Supplier's proportion of *RW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

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

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

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

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

BEFORE SIGNING THIS CONTRACT YOU SHOULD READ THE STANDARD SALES CONTRACT WITH BUILDERS TERMS AND CONDITIONS.

List of Documents

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

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

Cooling-off certificate

I, _____
of _____

in the State of New South Wales, Solicitor/Barrister certify as follows:

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property known as Lot _____ in unregistered plan of subdivision which forms part of Lot 1 in DP250822 from the Blayney Shire Council as Vendor to as purchaser in order that there is no cooling-off period in relation to that contract.
- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to
the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:
 - (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

THIS IS THE ANNEXURE CONTAINING ADDITIONAL CLAUSES FOR THE CONTRACTS FOR THE SALE AND PURCHASE OF LAND BETWEEN BLAYNEY SHIRE COUNCIL ("THE VENDOR") AND ("THE PURCHASER")

DATED THIS _____

SPECIAL CONDITIONS

32 Variation of the form of Contract for the Sale of Land 2018 Edition to which this Annexure is annexed:

32.1 Clause 7.1.1 is amended as by deleting "5%" and replacing it with "1%".

32.2 Clause 8.1 is amended by deletion of the words "on reasonable grounds".

32.3 Clause 8.1.2 is amended by deletion of the words "and those grounds".

32.4 Clause 10.1 is amended by inserting "or delay completion" after "terminate".

32.5 Clauses 16.11.1 and 16.11.3 are amended by adding to each "or any other place reasonably nominated by the vendor's solicitors".

32.6 Clause 25 is deleted.

32.7 Clause 29 is deleted.

33 Condition of property

33.1 The purchaser acknowledges that the purchaser is purchasing the property as a result of the purchaser's own inspection and in its present condition and state of repair and subject to all faults and defects both latent and patent and that the vendor has not nor has anyone on the vendor's behalf made any warranty or representation other than as set out herein.

34 Late completion

34.1 In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser must pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided that there must be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

34.2 The parties acknowledge that the rate of interest in 34.1 represents a genuine pre-estimate of the vendor's loss of interest in the purchase monies and outgoings suffered in the event that the purchaser fails to complete this Contract within the time stated on page 1 hereof.

35 Notice to complete

35.1 If a party does not complete this contract on the completion date, the party not in default may, if it is ready willing and able to complete, serve on the party in default a notice to complete, requiring the party in default to complete this contract within not less than 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.

35.2 The party serving a notice to complete may at any time:

- (a) Withdraw a notice to complete by further notice to the party in default and at the party's option, issue a further notice to complete. This right can be exercised as many times as the party deems fit; or
- (b) Extend the notice to complete by further notice to the party in default (Extension Notice), for such time as that party deems fit. The last day for completion set out in the Extension Notice is an essential date for completion. This right can be exercised as many times as the party deems fit.

35.3 If a party issues a notice to complete, the other party will be liable for and must pay on demand an amount of \$400.00 (plus GST) for the legal costs incurred by the party in issuing the notice to complete. Such party must pay the costs to the other parties' solicitors or conveyancer by a separate settlement cheque at completion of this contract.

36 Introduction to the Vendor

36.1 The purchaser warrants that the purchaser was not introduced to the vendor or the property by any real estate agent except the agent named on the front page and the purchaser indemnifies the vendor (and if more than one each of them) against any claim for commission by reason of any such other introduction and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities will continue and will not merge on completion.

37 Finance not required

37.1 The purchaser warrants to the vendor that:

- (a) The purchaser does not require finance to purchase the property; or
- (b) The purchaser has obtained approval for finance to purchase this property on terms reasonable to the purchaser.

38 Rescission of Contract

38.1 Should the purchaser become entitled to rescind this Contract for the breach of the warranty in clause 1(d) of Schedule 3, Part 1 of the Conveyancing (Sale of Land) Regulations 2017, the vendor will also be entitled to rescind the Contract provided any such right is exercised before the purchaser has served a notice of rescission.

39 Death or incapacity

39.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party, or if more than one any of them, prior to completion:

- (a) Die or become mentally ill, then either party may by notice in writing to the other rescind this Contract and the provisions of clause 19 will apply.
- (b) 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 of arrangement with its creditors under Part VIII of the Companies (New South Wales) Code or should any liquidator, receiver or official manager be appointed in respect of the purchaser then the purchaser will be deemed to be in default of this Contract.

40 Survey Report and Building Certificate

40.1 The purchaser acknowledges that if the vendor is not in possession of a Survey Report the purchaser must not request the vendor to supply a Survey Report on or before completion.

40.2 Despite anything contained in this contract or rule of law to the contrary, the vendor is not required to do any work or expend any money on or in relation to the property.

41. Unregistered Plan

41.1 This Contract is subject to the registration of the plan of subdivision to be prepared which is substantially the same as the plan annexed hereto ("the Plan") and marked "A" as well as an Instrument setting out the Terms of Covenants and Restrictions as to User pursuant to section 88B of the *Conveyancing Act 1919* (NSW) ("the Instrument") and marked "B" to create the easements and restrictions which will be referred to on the Plan.

In this respect the parties expressly agree that the vendor or its agent or contractors may amend the Plan and the Instrument prior to or after registration:

- (a) so as to include or exclude land from the subdivision (including the further subdividing of any lot in the Plan or the consolidation of any lots on the Plan into one or more lots);
- (b) to comply with any requisition made by the NSW Land Registry Service or any other appropriate authority;
- (c) to comply with any requirement of the appropriate Council or governing authority;
- (d) to include easements for services as required by the development;
- (e) to correct any error in the Plan or the Instrument;
- (f) to correct any error which is evidenced on the face of the Plan or the Instrument;
- (g) in such manner as may be agreed between the parties;
- (h) in any minor aspect which does not impact upon the subject land in any material manner; and

the vendor will do everything reasonable to have the Plan and 88B registered within 12 months of the date of the Contract, or such further period not exceeding 3 months as is nominated by the vendor, with or without alteration to the Plan or the 88B.

HOWEVER the vendor may, by notice in writing to the purchaser prior to the expiration of the abovementioned period, extended the date for registration of the Plan due to the occurrence of an event outside the vendor's control, including but not limited to:

- (a) changes in law;
- (b) requirements of Council or other appropriate authority; or
- (c) delays in obtaining any approval or consent required to enable registration of the Plan and 88B;

but in no case will the extension extend beyond a further 6 months.

IF the Plan and 88B are not registered within a period of 18 months, then either party may by written notice to the other, rescind the Contract in which event the provisions of clause 19 hereof will apply.

41.2 In the event that there is a variation or discrepancy between the dimensions or position of the subject lot as shown on the Plan and representation of the subject lot on the Plan is registered by the Registrar General and that variation or discrepancy is other than minor or will materially or adversely affect the purchaser's use and enjoyment of the subject property, the purchaser can, subject to the terms of this clause, rescind this Contract by notice in writing to the vendor given not later than 7 days after the date upon which the vendor serves notice of the registration of the Plan as a deposited plan by the Registrar General. If the right of rescission conferred by this clause is not exercised within the said period of 7 days that right of rescission will immediately lapse. The parties agree that for the purpose of this clause a variation of the dimension of the land will not be considered "minor" if that variation of dimension is greater than 5% of the previous dimension.

41.3 The purchaser must not make any requisition, objection or claim for compensation in respect of, nor will the purchaser be entitled to rescind or terminate this Contract by reason of, any matter whatsoever arising out of or in any way related to the Plan or Instrument.

42 Requisitions on Title

42.1 Notwithstanding anything to the contrary contained in this Contract or implied at common law, the purchaser acknowledges that the purchaser's rights to raise requisitions on title in respect of this Contract and the property the subject of this Contract are limited to raising requisitions in the form annexed to this Contract.

43. Rates

43.1 If Council and water rates have not issued separate assessment the following rates are to apply:

- (a) Council rates and charges - \$1,500 per annum; and
- (b) Water rates - \$80 per quarter.

44. No Land Banking

44.1 The purchaser acknowledges that the Property has been identified by the vendor as a site of strategic significance and the purchaser acknowledges that it enters into this Contract with the intention of developing the site for residential use and that the land is not to be held undeveloped ("Land Banking").

44.2 The purchaser will do all things and execute all documents, to create, and, consents to the Council registering on the title to the Property as soon as practicable after Completion a positive covenant pursuant to Section 88E Conveyancing Act 1919 in the form of the draft Dealing form 13PC annexed hereto and marked "C" ("the Positive Covenant").

44.3 The purchaser warrants that the registered proprietor of the Property and any other lessee, mortgagee or chargee who will acquire an interest in the Property on or after Completion and whose consent is required to the Positive Covenant will execute the dealing or otherwise provide such consent as required by Land Registry Service to enable registration of that dealing. On or before Completion the purchaser must provide to the vendor in such form as the vendor may require an agreement and acknowledgement by any proposed registered proprietor, lessee, mortgagee or chargee of the property that it will sign the dealing or such appropriate consent when requested by the vendor so to do.

44.4 Subject to Completion the purchaser covenants and agrees with the vendor to carry out a development in accordance with any Development Consent and any associated Development Application or Construction Certificate application approved by the vendor (The Development) as expeditiously as possible and undertakes, subject to clause 44.5, prior twenty-four (24) months from the date for Completion ("the Sunset Date"), to obtain all necessary occupation certificates for the Development.

44.5 Provided that the purchaser has completed substantial development of the property in accordance with its obligations pursuant to clause 44.4 within eighteen (18) months after Completion and the purchaser reasonably believes that it will be unable to fully comply with its obligations pursuant to clause 44.4 by the Sunset Date by reason of

circumstances it could not reasonably avoid, the purchaser may at any time thereafter, but not later than 3 months prior to the Sunset Date, serve notice in writing on the vendor requesting an extension of time within which to comply with its obligations pursuant to clause 44.4 ("the Request for Extension"). The Request for Extension must set out the reasons for the delay and an estimate of the additional time required to enable the purchaser to comply with its obligations pursuant to clause 44.4.

44.6 The vendor agrees to act reasonably and promptly in considering the Request for Extension and may, subject to clause 44.7, in its absolute discretion grant such reasonable extension of time it considers necessary to enable the purchaser to comply with its obligations pursuant to clause 44.4 to a nominated date later than the Sunset Date ("the Extended Sunset Date"). The vendor must serve notice in writing on the purchaser of its determination within 30 days of receipt of the Request for Extension.

44.7 The parties acknowledge and agree that:

- (a) the Extended Sunset Date will become the date by which the purchaser must fully comply with its obligations pursuant to clause 44.4 in lieu of the Sunset Date; and
- (b) the Extended Sunset Date will be no later than the 3rd anniversary of Completion.

44.8 The provisions of Clause 44 will not merge on Completion.

45. Development Application

45.1 The vendor will consent to such development application requested by the purchaser in connection with the land.

45.2 The vendor grants to the purchaser, at the purchaser's risk, a licence to access the land and commence constructions of a dwelling on the land.

45.3 The purchaser must maintain in the name of the vendor and the purchaser a public liability policy for single incident cover of not less than \$10,000,000 in connection with the purchaser's access to the property.

45.4 The purchaser must construct any dwelling on the property in accordance with the necessary approvals and standards.

45.5 If this Contract is terminated by the vendor then the vendor will account to the purchaser for the net proceeds of sale of the land and any fixed improvements erected thereon after deducting any monies properly payable to the vendor by the purchaser pursuant to the terms of this Contract as a consequence of the purchaser's default.

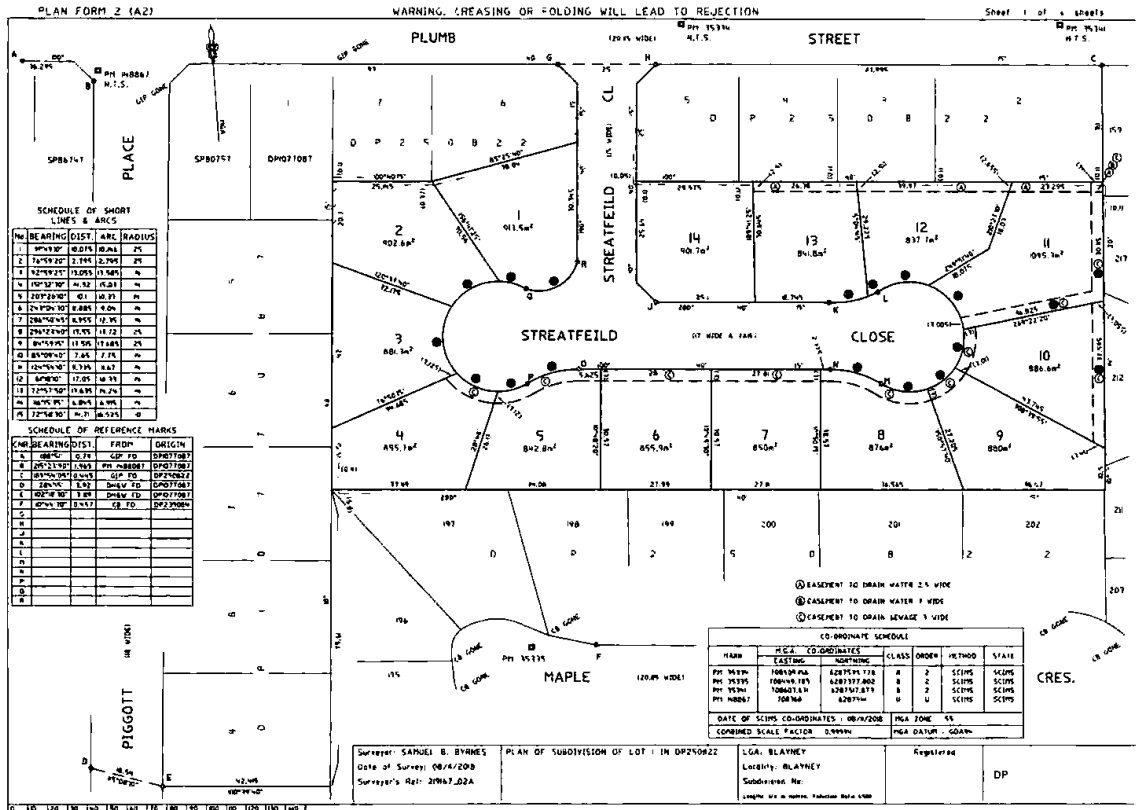
46. Completion

46.1 The completion date will be the earlier of:

- (a) 12 months from the date of service of notice of registration of the Plan and Instrument pursuant to Special Condition 41 herein;**
- (b) The completion date pursuant to the Contract between the purchaser and a third party purchaser of the property pursuant to a separate Contract for sale.**

46.2 The purchaser must disclose to the vendor the details of any Contract for sale of the property to a third party purchaser within 14 days of the date of that Contract. The vendor consents to the redaction of the sale price and deposit.

Annexure A



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

(Sheet 1 of 4)

Plan Plan of Subdivision of Lot 1 in DP250822 covered by Subdivision Certification No.

Full name and address of the owner of the land Blayney Shire Council
91 Adelaide Street,
Blayney NSW 2799

Part 1 (Creation)

| Number of item shown in the intention panel on the plan. | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s). | Benefited lot(s), road(s), bodies or Prescribed Authorities. |
|--|---|-------------------------------------|--|
| 1 | Easement to Drain Water 2.5 wide (A) | Lot 11 Lot 12 Lot 13 | Lots 12, 13 and 14 Lots 13 and 14 Lot 14 |
| 2 | Easement to Drain Water 3 wide (B) | Lot 11 Lot 10 | Lots 9, 10 and Blayney Shire Council Lot 9 |
| 3 | Easement to Drain Sewage 3 Wide (C) | Lots 4, 5, 6, 7, 8, 9, 10 and 11 | Blayney Shire Council |
| 4 | Restriction on the use of land | Lots 1-14 | Blayney Shire Council |

Part 2 (Terms)

Terms of Restriction on use of land numbered 4 in the plan

1. (a) No main building shall be erected or be permitted to remain on any Lot burdened having external walls of materials other than of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber or any combination of the same provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall be no less than 25% of such external walls. Timber shall not be used in external walls except as infill panels in conjunction with all or any of the above materials and the proportion shall not exceed 25% thereof.

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

(Sheet 2 of 4)

Plan

Plan of Subdivision of Lot 1 in DP250822 covered by Subdivision Certification No.

- (b) No building shall be erected or permitted to remain on any Lot burdened with a roof of materials other than of tiles or slate or colour bond type metal roofing.
- (c) No building constructed on the land shall have a flat roof.
- (d) No main building shall be erected or permitted to remain on any Lot burdened having a floor area of less than 190 square metres inclusive of car accommodation if included under the roof of the main building but excluding verandas, external courtyards, landings and patios.
- (e) No more than one main building shall be erected on any Lot burdened and such main building shall not be used or permitted to be used other than as a single private dwelling and no other building, structure, van, caravan, mobile home or other form of human accommodation shall either permanently or temporarily before or after construction of such main building be used as a dwelling.
- (f) No building erected on any Lot shall be used for any commercial, manufacturing, industrial or retail purpose and no offensive or noisy trade or activity, including the breeding and kennelling of dogs or cats shall be carried out on any Lot burdened.
- (g) No garage or shed shall:
 - i. Be constructed on the Lot burdened between the front building line of the main building and the street alignment;
 - ii. Be constructed on the Lot burdened between the front building line and the rear building line of the main building unless it is constructed of the same materials as the main building;
 - iii. Be constructed to the rear of the main building unless the same is of similar design and of similar materials and colour to the main building but such restrictions shall not apply to the erection of any metal garden shed having a floor area of less than 20 square metres provided it is constructed of Colourbond material.
 - iv. No such building shall be of other than of single storey construction and the roof ridge height shall not exceed 3 metres from ground level.
- (h) Except during the course of construction of buildings, no advertising hoarding or signs shall be displayed or erected on each Lot burdened.
- (i) Except during the course of construction of buildings on each Lot burdened, no shed or machinery, metal, tiles, timber, bricks or any other building materials shall be placed on the land.
- (j) No unregistered caravans or trailers or other vehicles shall be parked or placed on each Lot burdened unless garaged.
- (k) No sand, gravel, soil, loam, stone or other earthen material shall be removed or excavated from any Lot burdened except where such removal or excavation is necessary for the construction of a building, swimming pool or other structure.

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

(Sheet 3 of 4)

Plan

Plan of Subdivision of Lot 1 in DP250822 covered by Subdivision Certification No.

- (l) Where common drainage lines are constructed within each Lot burdened, no roof or surface water shall be drained from the land otherwise than directly into such common drainage lines at the connection points provided.
 - (m) No fence shall be erected on the side or rear boundaries of each Lot burdened to a height greater than 1800mm.
 - (n) No fence shall be erected on each Lot burdened closer to the street frontage than either the line of the wall of any building closest to and facing that street or 6 metres whichever distance is greater except that where the Lot burdened is a corner Lot no fence shall be erected on the side boundary street frontage between the building alignment and the front street alignment of that said Lot.
 - (o) No boundary fence shall be erected on a Lot unless such fence is constructed of sand or buff pre-coloured metal panels such as Colourbond, Zinalume or equivalent.
 - (p) Any release, variation, modification or any consent given pursuant to these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
 - (q) For the benefit of adjoining land but only during the ownership thereof by Council their successors and assigns other than purchasers on sale, no fence shall be erected on any Lot burdened to divide the same from such adjoining land without prior written consent of Council but such consent shall not be withheld if such fence is erected without expense to Council and in favour of any person dealing with the purchasers, such consent shall be deemed to have been given in respect of every such Lot.
2. The name of the person or body empowered to release, vary or modify the Restrictions numbered 1(p) in the Plan is Blayney Shire Council while ever they remain the registered proprietors of a Lot benefited or such person or body as may be appointed by Blayney Shire Council and such release, variation or modification at the request of the Registered Proprietor of a Lot burdened shall be at his/her expense.
3. The name of the person or body empowered to release, vary or modify Restriction numbered 1(a) to (q) in the Plan is Blayney Shire Council and such release, variation or modification at the request of the registered proprietor of a Lot shall be at his/her expense.

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

(Sheet 4 of 4)

Plan

Plan of Subdivision of Lot 1 in DP250822 covered by Subdivision Certification No.

Council Name: Blayney Shire Council

Authority: Section 377 of the Local Government Act 1993

Signature of Delegate:

Name of Delegate:

Position:

Signature of Witness:

Name of Witness:

Position:

Address of Witness :

Form: 13PC
 Release: 3.1
 Licence: 01-05-074
 Licensee: LEAP Legal Software Pty Limited
 Firm name: Arden Law

POSITIVE COVENANT

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales
 Section 88E(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

(B) **LODGED BY**

| | | |
|-------------------------|---|-------------|
| Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any | CODE |
| | Reference: | PC |

(C) **REGISTERED PROPRIETOR**

(D) **LESSEE MORTGAGEE or CHARGE**

| | | |
|--|----------------------|------|
| Of the above land agreeing to be bound by this positive covenant | | |
| Nature of Interest | Number of Instrument | Name |
| Charge | | |

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
 Blayney Shire Council

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

| | |
|-----------------------|----------------------------------|
| Signature of witness: | Signature of authorised officer: |
| Name of witness: | Name of authorised officer: |
| Address of witness: | Position of authorised officer: |

(G) **Execution by the registered proprietor**

| | |
|--|---|
| I certify that I am an eligible witness and that an authorised officer of the registered proprietor signed this dealing in my presence. [See note* below]. | Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below. |
| Signature of witness: | Signature of authorised officer: |
| Name of witness: | Authorised officer's name: |
| Address of witness: | Authority of officer: |
| | Signing on behalf of: Blayney Shire Council |

(H) **Consent of the**

The under No. , agrees to be bound by this positive covenant.

I certify that the above who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

| | |
|-----------------------|-----------------------|
| Signature of witness: | Signature of chargee: |
| Name of witness: | |
| Address of witness: | |

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS. Page 1 of 1

Annexure A

This is the Annexure A to the Positive Covenant between _____ as Registered Proprietor and Blayney Shire Council as the Prescribed Authority.

1. The registered proprietor/s covenant/s with the Blayney Shire Council to carry out a development on the land in accordance with any Development Consent and any associated Development Application or Construction Certificate application approved by the Blayney Shire Council:
 - a. Within 24 months from the date of registration of this Covenant; or
 - b. Within 36 months pursuant to any extension granted by the Blayney Shire Council.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Blayney Shire Council**
Purchaser: **Hannah Rose Stammers**
Property: **Lot 7, 32 Plumb Street Blayney**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (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 outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
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 Information Certificate or 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 (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act 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;

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- (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
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 or 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/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 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. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. 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.
29. 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.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. 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.



LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/250822

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| 19/3/2019 | 3:45 PM | 3 | 21/6/2018 |

LAND

LOT 1 IN DEPOSITED PLAN 250822
AT BLAYNEY
LOCAL GOVERNMENT AREA BLAYNEY
PARISH OF ERROL COUNTY OF BATHURST
TITLE DIAGRAM DP250822

FIRST SCHEDULE

BLAYNEY SHIRE COUNCIL (T AN434620)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP250822 EASEMENT FOR STORMWATER DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2437 BSC

PRINTED ON 19/3/2019

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Blayney Shire Council

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 Telephone (02) 6368 2104 Email council@blayney.nsw.gov.au
 Web www.blayney.nsw.gov.au
 ABN 47 619 651 511

PLANNING CERTIFICATE UNDER SECTION 10.7 (2)
 ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION, 2000

Applicants Name: Arden Law
Address: PO Box 4
 BLAYNEY NSW 2799

Our Reference: IAPP/46962
Your Reference: 2437 BSC
Certificate No.: 67/2019
Receipt No.: 46510
Amount Paid: \$53.00

DESCRIPTION OF LAND

Assessment No: A317350
Property Address: 32 Plumb Street
 BLAYNEY NSW 2799
Lot/Portion: Lot 1 DP250822
Owner: Blayney Shire Council

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| <p>1. Names of relevant planning instruments and DCPs</p> <p>(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.</p> | <p>BLAYNEY LOCAL ENVIRONMENTAL PLAN 2012</p> <p>STATE ENVIRONMENTAL PLANNING POLICIES:</p> <p>21 - CARAVAN PARKS 30 - INTENSIVE AGRICULTURE 33 - HAZARDOUS AND OFFENSIVE DEVELOPMENT 36 - MANUFACTURED HOME ESTATES 44 - KOALA HABITAT PROTECTION 52 - FARM DAMS AND OTHER WORKS IN LAND & WATER MANAGEMENT PLAN AREAS 55 - REMEDIATION OF LAND 62 - SUSTAINABLE AQUACULTURE 64 - ADVERTISING AND SIGNAGE 65 - DESIGN QUALITY OF RESIDENTIAL APARTMENT DEVELOPMENT 70 - AFFORDABLE HOUSING (REVISED SCHEMES) SEPP AFFORDABLE RENTAL HOUSING 2009 SEPP BUILDING SUSTAINABILITY INDEX: BASIX 2004 SEPP (Education Establishments & Child Care Facilities) 2017 SEPP EXEMPT AND COMPLYING DEVELOPMENT CODES 2008 SEPP HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY 2004 SEPP INFRASTRUCTURE 2007 SEPP INTEGRATED & REPEALS 2016 SEPP MINING, PETROLEUM PRODUCTION & EXTRACTIVE INDUSTRIES 2007 SEPP MISCELLANEOUS CONSENT PROVISIONS 2007 SEPP RURAL LANDS 2008 SEPP STATE AND REGIONAL DEVELOPMENT 2011 SEPP (VEGETATION IN NON-RURAL AREAS) 2017</p> |
| <p>(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition</p> | <p>NIL</p> |

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| under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved). | |
| (3) The name of each development control plan that applies to the carrying out of development on the land | BLAYNEY SHIRE COUNCIL DEVELOPMENT CONTROL PLAN 2018 |
| (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument | NIL |
| 2. Zoning and land use under relevant LEPs For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described): | R1 GENERAL RESIDENTIAL |
| (a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)") | |
| (b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent, | REFER TO ATTACHED SCHEDULE A |
| (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent, | REFER TO ATTACHED SCHEDULE A |
| (d) the purposes for which the instrument provides that development is prohibited within the zone, | REFER TO ATTACHED SCHEDULE A |
| (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed, | NIL |
| (f) whether the land includes or comprises critical habitat, | NOT TO COUNCIL'S KNOWLEDGE. HOWEVER, PERSONS WITH AN INTEREST IN THE LAND MAY EXAMINE THE "REGISTER OF CRITICAL HABITAT" WHICH IS KEPT BY THE DIRECTOR-GENERAL OF NATIONAL PARKS AND WILDLIFE SERVICE |
| (g) whether the land is in a conservation area (however described), | NO |
| (h) whether an item of environmental heritage (however described) is situated on the land. | NO |
| 2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006 To the extent that the land is within any zone (however described) under: | NOT APPLICABLE |
| (a) Part 3 of the <i>State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)</i> , or | |
| (b) a Precinct Plan (within the meaning of the 2006 SEPP), or | |
| (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act, | |

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| <p>the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).</p> | |
| <p>3. Complying Development</p> <p>(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) & (4), 1.18 (1)(c3) and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p> <p>(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that policy and the reasons why it may not be carried under those clauses.</p> <p>(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.</p> | <p>COMPLYING DEVELOPMENT APPLIES TO THE LAND AS FOLLOWS:</p> <p>GENERAL HOUSING CODE</p> <p>COMPLYING DEVELOPMENT UNDER THE GENERAL HOUSING CODE MAY BE CARRIED OUT ON THE LAND IN ACCORDANCE WITH SEPP Clause 3.1. IT DOES NOT APPLY IF THE DEVELOPMENT FALLS WITHIN Clause 1.19.</p> <p>RURAL HOUSING CODE</p> <p>NOT APPLICABLE TO THE ZONE. Clause 3A.1.</p> <p>HOUSING ALTERATIONS CODE</p> <p>COMPLYING DEVELOPMENT UNDER THE HOUSING ALTERATIONS CODE MAY BE CARRIED OUT ON THE LAND IN ACCORDANCE WITH SEPP Clause Part 4. IT DOES NOT APPLY IF THE DEVELOPMENT FALLS UNDER Clause 1.19(4)(b).</p> <p>GENERAL DEVELOPMENT CODE</p> <p>COMPLYING DEVELOPMENT UNDER THE GENERAL DEVELOPMENT CODE MAY BE CARRIED OUT ON THE LAND IN ACCORDANCE WITH SEPP Clause 4A, WHERE IT IS PERMISSIBLE IN THE ZONE. IT DOES NOT APPLY IF THE DEVELOPMENT FALLS UNDER Clause 1.19(4)(b).</p> <p>COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE</p> <p>COMPLYING DEVELOPMENT UNDER THE COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE MAY BE CARRIED OUT ON THE LAND IN ACCORDANCE WITH SEPP Clauses 5.1, 5.2.</p> <p>COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE</p> <p>NOT APPLICABLE TO THE ZONE. SEPP CLAUSE 5A.1</p> <p>SUBDIVISIONS CODE</p> <p>COMPLYING DEVELOPMENT UNDER THE SUBDIVISIONS CODE MAY BE CARRIED OUT ON THE LAND, ONLY IN ACCORDANCE WITH SEPP Clauses 6.1, 6.2.</p> <p>DEMOLITION CODE</p> <p>COMPLYING DEVELOPMENT UNDER THE DEMOLITION CODE MAY BE CARRIED OUT ON THE LAND, ONLY IN ACCORDANCE WITH SEPP Clauses 7.1, 7.2.</p> <p>FIRE SAFETY CODE</p> |

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| | <p>COMPLYING DEVELOPMENT UNDER THE FIRE SAFETY CODE MAY BE CARRIED OUT ON THE LAND, ONLY IN ACCORDANCE WITH Clauses 8.2, 8.3.</p> <p>WHERE IT IS UNCLEAR AS TO WHETHER A RESTRICTION APPLIES TO THE LAND, AND WHERE IT MAY ONLY APPLY TO PART OF THE LAND, COUNCIL DOES NOT HAVE SUFFICIENT INFORMATION TO FURTHER DETERMINE THE EXTENT OF APPLICATION.</p> |
| <p>4. Coastal Protection</p> <p>Whether or not the land is affected by the operation of section 38 or 39 of the <i>Coastal Protection Act 1979</i>, but only to the extent that the council has been so notified by the Department of Finance, Services and Innovation.</p> | NOT APPLICABLE |
| <p>4A. Certain information relating to beaches and coasts</p> <p>(1) In relation to a coastal council—whether an order has been made under Part 4D of the <i>Coastal Protection Act 1979</i> in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.</p> <p>(2) In relation to a coastal council:</p> <p>(a) whether the council has been notified under section 55X of the <i>Coastal Protection Act 1979</i> that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>(b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p> | NOT APPLICABLE |
| <p>4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works</p> <p>In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p> <p><i>Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.</i></p> | NOT APPLICABLE |
| <p>5. Mine subsidence</p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <i>Mine Subsidence Compensation Act 1961</i>.</p> | NO |
| <p>6. Road widening and road realignment</p> <p>Whether or not the land is affected by any road widening or road realignment under:</p> <p>(a) Division 2 of Part 3 of the <i>Roads Act 1993</i>, or</p> <p>(b) any environmental planning instrument, or</p> <p>(c) any resolution of the council.</p> | NO |

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| <p>7. Council and other public authority policies on hazard risk restrictions</p> <p>Whether or not the land is affected by a policy: (a) adopted by the council, or (b) 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,</p> <p>that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p> | <p>NO</p> |
| <p>7A. Flood related development controls information</p> <p>(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.</p> <p>(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.</p> <p>(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p> | <p>NO</p> |
| <p>8. Land reserved for acquisition</p> <p>Whether or not any environmental planning instrument or proposed environmental planning instrument, referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.</p> | <p>NO</p> |
| <p>9. Contributions Plan</p> <p>The name of each contributions plan applying to the land.</p> | <p>BLAYNEY LOCAL INFRASTRUCTURE CONTRIBUTIONS PLAN 2013 BSC 6 BLAYNEY SEWER</p> |
| <p>9A. Biodiversity certified land</p> <p>If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect.</p> <p>Note: Biodiversity certified land includes land certified under Part 7AA of the <i>Threatened Species Conservation Act 1995</i> that is taken to be certified under Part 8 of the <i>Biodiversity Conservation Act 2016</i>.</p> | <p>NO</p> |
| <p>10. Biodiversity stewardship sites</p> <p>If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment & Heritage).</p> <p>Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <i>Threatened Species Conservation Act 1995</i> that are taken to be biodiversity stewardship agreements under Part 5 of the <i>Biodiversity Conservation Act 2016</i>.</p> | <p>NO</p> |

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| <p>10A. Native vegetation clearing set asides</p> <p>If the land contains a set aside area under section 60ZC of the <i>Local Land Services Act 2013</i>, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).</p> | <p>NO SET ASIDE AREAS</p> |
| <p>11. Bush fire prone land</p> <p>If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.</p> <p>If none of the land is bush fire prone land, a statement to that effect.</p> | <p>NO</p> <p>THE LAND IS NOT IDENTIFIED AS BUSH FIRE PRONE LAND.</p> |
| <p>12. Property vegetation plans</p> <p>If the land is land to which a property vegetation plan under the <i>Native Vegetation Act 2003</i> applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p> | <p>NOT TO COUNCIL'S KNOWLEDGE. HOWEVER, PERSONS WITH AN INTEREST IN THE LAND SHOULD CONTACT THE DEPARTMENT OF ENVIRONMENT AND HERITAGE AND THE LOCAL CATCHMENT MANAGEMENT AUTHORITY.</p> |
| <p>13. Orders under Trees (Disputes Between Neighbours) Act 2006</p> <p>Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order)</p> | <p>NO</p> |
| <p>14. Directions under Part 3A</p> <p>If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.</p> | <p>NO</p> |
| <p>15. Site compatibility certificates and conditions for seniors housing</p> <p>If the land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies:</p> <p>(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department, and</p> <p>(b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p> | <p>THERE IS NO CURRENT SITE COMPATIBILITY CERTIFICATE FOR HOUSING OF SENIORS OR PEOPLE WITH A DISABILITY THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND.</p> <p>NO DEVELOPMENT CONSENT HAS BEEN GRANTED UNDER THIS SEPP TO THIS LAND SINCE 11 OCTOBER 2007.</p> |

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| <p>16. Site compatibility certificates for infrastructure, schools or TAFE establishments</p> <p>A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is valid, and</p> <p>(b) that a copy may be obtained from the head office of the Department.</p> | <p>THERE IS NO VALID SITE COMPATIBILITY CERTIFICATE THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND.</p> |
| <p>17. Site compatibility certificates and conditions for affordable rental housing</p> <p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) that a copy may be obtained from the head office of the Department.</p> <p>(2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.</p> | <p>THERE IS NO CURRENT SITE COMPATIBILITY CERTIFICATE FOR AFFORDABLE RENTAL HOUSING THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND.</p> <p>NO DEVELOPMENT CONSENT HAS BEEN GRANTED TO THIS LAND UNDER THIS SEPP.</p> |
| <p>18. Paper subdivision information</p> <p>(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.</p> <p>(2) The date of any subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p> | <p>NIL</p> |
| <p>19. Site verification certificates</p> <p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>(a) the matter certified by the certificate, and</p> <p><i>Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</i></p> <p>(b) The date on which the certificate ceases to be current (if any), and</p> <p>(c) That a copy may be obtained from the head office of the Department.</p> | <p>THERE IS NO CURRENT SITE VERIFICATION CERTIFICATE THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND</p> |

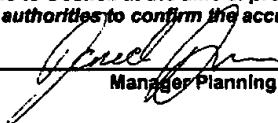
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| <p>20. Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p> | <p>THERE ARE NO KNOWN RESIDENTIAL PREMISES LISTED AS SUCH.</p> |
| <p>21. Affected building notices and building product rectification orders</p> <p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>(a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) Whether any notice of intention to make a building rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:</p> <p>affected building notice has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i>.</p> <p>building product rectification order has the same meaning as in the <i>Building Products (Safety) Act 2017</i>.</p> | <p>THERE ARE NO KNOWN BUILDING NOTICES OR BUILDING PRODUCT RECTIFICATION ORDERS APPLICABLE TO THIS PROPERTY.</p> |
| <p><i>Notes: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:</i></p> <p>(a) <i>that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,</i></p> <p>(b) <i>that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,</i></p> <p>(c) <i>that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,</i></p> <p>(d) <i>that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,</i></p> <p>(e) <i>that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.</i></p> | <p>NO</p> <p>NO</p> <p>NO</p> <p>NO</p> <p>NO</p> |

Disclaimer

This certificate includes information provided to Blayney Shire Council by other authorities and is as current as the latest information available to Council at the time of production of this document. It is strongly recommended that you contact the relevant authorities to confirm the accuracy of the information

Signed: _____


 Manager Planning

DATE: 21/03/2019

Template revision March 2018

SCHEDULE A

Zone R1 General Residential

1. **Objectives of zone**

- To provide for the housing needs of the community
- To provide for a variety of housing types and densities
- 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**

Attached dwellings; boarding houses; building identification signs; business identification signs; camping grounds; caravan parks; child care centres; community facilities; dwelling houses; emergency services facilities; exhibition homes; exhibition villages; flood mitigation works; group homes; home businesses; home industries; home occupations (sex services); hostels; information and education facilities; multi dwelling housing; neighbourhood shops; passenger transport facilities; places of public worship; recreation areas; recreation facilities (indoor); recreation facilities (outdoor); residential accommodation; residential flat buildings; respite day care centres; roads; semi-detached dwellings; seniors housing; sewerage systems; shop top housing; tourist and visitor accommodation; water supply systems.

4. **Prohibited**

Biosolids treatment facilities; farm stay accommodation, rural workers' dwellings; sewage treatment plants; water recycling facilities; water treatment facilities; any other development not specified in item 2 or 3.

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