

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

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

buyer's agent

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

VENDOR	PURCHASER
Signed by SEE PAGE 2A	Signed by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	PURCHASER (COMPANY)
Signed in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held	Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held

Choices

Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*
(GST residential withholding payment)☐ NO ☒ yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name: **Maas Group Holdings Limited**Supplier's ABN: **84 632 994 542**

Supplier's GST branch number (if applicable):

Supplier's business address: **20L Sheraton Road, Dubbo NSW 2830**Supplier's representative: **Sam Elliott**Supplier's contact phone number: **02 5821 1801**Supplier's proportion of *GSTRW payment*: **\$0.00****If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate): **\$0.00**Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yesIf "yes", the GST inclusive market value of the non-monetary consideration: **\$**

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<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 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 checked="" 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 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
Home Building Act 1989	
<ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover 	
Swimming Pools Act 1992	
<ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	Other <input type="checkbox"/> 60

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

1 GENERAL MATTERS

To the extent permissible by law, where there is an inconsistency between these Special Conditions and the standard provisions of this Contract, these Special Conditions shall prevail to the extent of the inconsistency.

2 STANDARD FORM CONTRACT

AMENDMENTS TO STANDARD FORM CONTRACT

2.1 The following standard clauses of this Contract are amended as follows:

2.1.1 **clause 1:** insert the following additional definition:

“restricted action means make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this Contract or seek to delay completion”;

2.1.2 **clause 10:** insert the following additional sub-clause:

“10.4 The Purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this Contract without the prior written consent of the Vendor. This is an essential term”;

2.1.3 **clauses 10.1.8 and 10.1.9:** replace each occurrence of the word “substance” with the word “existence”;

2.1.4 **clause 19:** insert the following additional sub-clause;

“19.3 Despite clause 19.2.3, the Purchaser’s only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2022 (NSW)* is the remedy prescribed by that regulation”;

2.1.5 **clause 20.6.4:** insert the words “provided however that such documents served by post will be deemed received by the other party 4 business days after the date the document is sent by post” at the end of the sub-clause;

2.1.6 **clauses 28 and 29:** delete the clauses.

TERMS DEFINED IN PRINTED FORM CONTRACT

2.2 Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these Special Conditions even though they are not italicised or capitalised in these Special Conditions.

3 DEFINITIONS

In these Special Conditions: In these Special Conditions:

3.1 **Building Plans** means the plans prepared by Avalon Drafting and approved by Mid-Western Regional Council which are Annexure “A” to this Contract.

3.2 **Contaminant** means a solid, liquid, gas, odour, temperature, sound, vibration or radiation of substance that makes or may make the land or the property:

3.2.1 unfit or unsafe for habitation or occupation by humans or animals;

- 3.2.2 degraded in its capacity to support plant life;
- 3.2.3 otherwise environmentally degraded; or
- 3.2.4 not comply with any Environmental Law;
- 3.3 **Contamination** means the presence of any Contaminant which any authority has or may require the removal of or in respect of which any restoration, rehabilitation or remediation has or may be required;
- 3.4 **Copyright** means:
 - 3.4.1 any copyright under the Copyright Act 1968 (Cth);
 - 3.4.2 any copyright under the law of a country other than Australia; and
 - 3.4.3 rights in the nature of or analogous to those rights under the law of Australia or any other country (including future copyright and rights in the nature of or analogous to copyright).
- 3.5 **Environment** has the same meaning as under the Protection of the Environment Administration Act 1991 (NSW);
- 3.6 **Environmental Law** means any law, regulation, ordinance or directive in connection with the Environment;
- 3.7 **Moral Rights** means rights of integrity, rights of attribution and other rights of an analogous nature which may now exist or which may exist in the future in respect of the Building Plans under the Copyright Act or under the law of a country other than Australia; and
- 3.8 **Permitted Purpose** solely for the purpose the construction by the Purchaser of dwelling houses on the property in accordance with the Building Plans and for no other purpose.

4 NOTICE TO COMPLETE

ISSUE OF NOTICE TO COMPLETE

- 4.1 If a party is entitled to serve a notice to complete, then the party may:
 - 4.1.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and
 - 4.1.2 specify a time of day between 11am and 4pm as the time for completion.

REASONABLE PERIOD

- 4.2 The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

PRESERVATION OF RIGHTS

- 4.3 The party serving a notice to complete reserves the right to:
 - 4.3.1 withdraw the notice;
 - 4.3.2 extend the time for completion under the notice; and/or
 - 4.3.3 issue further notices to complete.

COSTS OF ISSUE OF NOTICE TO COMPLETE

- 4.4 If a party issues a notice to complete pursuant to this Special Condition, then the other party shall pay the sum of \$300.00 plus GST to that party on completion to reimburse the additional legal costs of that party incurred for the issue and service of the notice to complete.

5 DELAY INTEREST

PAYMENT OF INTEREST

- 5.1 If completion does not occur on or before the date for completion and the Vendor is ready, willing and able to complete on the date for completion, the Purchaser must pay to the Vendor on completion interest calculated daily:
- 5.1.1 at the rate of 8% per annum; and
 - 5.1.2 on the balance of the purchase price payable under this Contract, in respect of the period commencing on the day following the date for completion and ending on completion.

ESSENTIAL TERM

- 5.2 The Purchaser may not require the Vendor to complete this Contract unless interest payable under this Contract is paid to the Vendor on completion. It is an essential term of this Contract that the interest due is paid on completion. Interest payable pursuant to this Special Condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete on or before the date for completion.

6 PRESENT CONDITION

PURCHASER'S ACKNOWLEDGEMENTS

- 6.1 Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2010 (NSW)*, the Purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (**Services**) and cannot take any restricted action in respect of:
- 6.1.1 the nature, location, availability or non-availability of the Services or defects in the Services;
 - 6.1.2 whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services; or
 - 6.1.3 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property.

NO WARRANTY

- 6.2 The Vendor makes no warranty to the Purchaser about the existence or otherwise of any Contamination on the property or on any adjoining property and the Purchaser relies on its own enquiries as to the existence or the presence of any Contamination.

PRESENCE OF CONTAMINANTS

- 6.3 To the maximum extent permitted by law, the Purchaser agrees not to make any claim or exercise any right it may at any time have against the Vendor in respect of any Contamination of the Environment or the presence, at any time, of any Contaminant or the breach of or non-compliance with any Environmental Law affecting the property. From completion the Purchaser will comply with any work order or notice or order issued by any authority requiring the Vendor or the Purchaser to remove, remediate or clean up any Contamination at or from the property.

7 PURCHASER'S WARRANTIES

PURCHASER'S WARRANTIES

- 7.1 The Purchaser represents and warrants that:

- 7.1.1 the terms of this Contract supersede any brochure, advertising of special deals, mega deals or other information supplied by the Vendor or otherwise obtained by the Purchaser in respect of the property including any lot numbers, property area and the proposed subdivision of other lots;
- 7.1.2 the Purchaser has not relied on or been induced to enter into this Contract or proceed to completion by any representation, warranty, promise or forecast including those concerning the potential or present use (including any restrictions applying to that use) or development of the property (made by the Vendor, its agent or solicitor);
- 7.1.3 in entering into this Contract and proceeding to completion the Purchaser has relied entirely on its own independent investigations and enquiries about the property, the Services, the use to which the property may be put (including any restrictions applying to that use), any financial return or income derived or to be derived from the property, any improvements on the property and any inclusions passing with the property; and
- 7.1.4 the Purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the Purchaser's rights and obligations under this Contract.

ACKNOWLEDGMENT

- 7.2 The Purchaser acknowledges that in entering into this Contract the Vendor has relied on the warranties given by the Purchaser in these Special Conditions.

8 BUILDING COVENANTS

RELEASE OF RESTRICTIONS ON USE

- 8.1 The Vendor agrees to release only in respect of this property the restrictions in clauses 3(d), (k) and (l) of the section 88 B Instrument for Deposited Plan 1269951.

RESTRICTIONS ON USE

- 8.2 The Purchaser must as obligations under this Contract comply with each of the terms of restriction on the use of property set out in the Section 88B instrument for the property attached to this Contract.

NO MERGER

- 8.3 Rights under this Special Condition continue after completion, whether or not other rights continue.

9 INSOLVENCY

Should either party (or any one of them, if there is more than one) prior to completion:

- 9.1 resolve to enter into liquidation or provisional liquidation;
- 9.2 have a summons presented for its winding-up;
- 9.3 enter into any scheme or arrangement with its creditors under Part 5.1 of the *Corporations Act 2001 (Cth)*; or
- 9.4 have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the Purchaser or any of its assets;

then, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the other party at law or in equity had this clause not been included, the other party may terminate this Contract by serving a notice and the provisions of clause 9 will apply.

10 INCAPACITY

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this Special Condition not been included, if the Purchaser (and if more than one person then any one of them) prior to completion dies, becomes mentally ill or becomes bankrupt, then either party may rescind this Contract by written notice to the other party's solicitor and on so doing this Contract will be at an end and the provisions of clause 19 will apply.

11 MUNICIPAL RATES

- 11.1 For the purposes of clause 14, municipal rates assessed on the property shall be deemed to be **\$2,800.00** per annum unless at the time of completion municipal rates have been levied for the then current year on the property as a separate lot in which case rates shall be adjusted accordingly.
- 11.2 If municipal rates are not separately assessed then the rates shall be adjusted in accordance with Special Condition 11.1 on a paid basis and the Vendor undertakes to attend to payment of all municipal rates levied on the property for the year current at the date of completion and prior years and this undertaking shall not merge on completion. For the removal of any doubt, the Purchaser is not entitled to refuse to complete this matter should the Section 603 Certificate show any outstanding amounts to Council.
- 11.3 This Special Condition shall not merge on completion.

12 LAND TAX

- 12.1 Despite clause 14, no objection or requisition shall be made or taken by the Purchaser if on the date due for completion of this Contract the property is charged with the payment of land tax.
- 12.2 In such event, the Vendor undertakes to pay all land tax levied on the property for the current land tax year as at the date of completion and all prior years and on completion the Purchaser shall accept a written undertaking from the Vendor that the Vendor shall pay the land tax in accordance with the requirements for payment in the notice of assessment issued to the Vendor by Revenue NSW.
- 12.3 This Special Condition shall not merge on completion and the Purchaser is not entitled to refuse to complete this Contract if a clear land tax certificate is not available as at the date of completion.

13 PURCHASER TO ACCEPT ON COMPLETION

- 13.1 The Purchaser shall not, prior to completion, require the discharge or withdrawal of any mortgage or caveat registered against the title to the property but shall accept upon completion a discharge or withdrawal of any such mortgage or caveat, insofar as it affects the property, duly executed and in registrable form.
- 13.2 The Vendor shall pay such registration fee in respect of such discharge or withdrawal as the Registrar General may require.

14 PURCHASER WARRANTY NOT TO REGISTER A CAVEAT

It is an essential term of this Contract that the Purchaser shall not lodge any caveat which has the effect of preventing or delaying registration of any mortgage, any discharge of mortgage, any change of name, any variation of mortgage, any cancellation of any covenant, any easement or right referred to in or contemplated by this Contract.

15 ADJUSTMENTS

If completion is to occur other than on the date for completion provided by this Contract, the Purchaser must provide settlement adjustment figures to the Vendor's solicitor by no later than three (3) business days prior to completion. The parties agree that three (3) business days is a reasonable time to provide settlement adjustment figures.

16 LATE COMPLETION

If completion of this Contract does not occur on the date for completion because a party is not ready to complete on the date for completion and completion does not occur through no fault of the other party, then that party shall pay to the other party the sum of **\$300.00 plus GST** to cover legal costs and other expenses incurred by the other party as a consequence of the delay.

17 NOVATION / VARIATION OF VENDOR

- 17.1 The parties to this Contract have agreed that during the course of this Contract and with effect from a date to be notified by the Vendor to the Purchaser during the course of this Contract (**Effective Date**) this Contract may be novated or varied by notice in writing from the Vendor to the Purchaser in which event and with effect on and from the effective date:
- 17.1.1 the substitute Vendor shall become the registered proprietor on title and substituted for the retiring Vendor under this Contract as if it had originally been a party to this Contract instead of the retiring Vendor, and all references in this Contract to the retiring Vendor in any capacity shall be read and construed as if they were references to the substitute Vendor; and
 - 17.1.2 the substitute Vendor shall be bound by and comply with the provisions of this Contract binding upon the retiring Vendor and shall enjoy all the rights and benefits of the retiring Vendor under this Contract.
- 17.2 The retiring Vendor, in consideration of the acceptance by the Purchaser of this change in Vendor, guarantees the performance of this Contract and all its conditions and obligations by the substitute Vendor.

- 17.3 The parties will execute a Deed of Novation or a Deed of Variation incorporating the provisions of this Special Condition.

18 BUILDING PLANS

- 18.1 The Vendor consents to the use by the Purchaser of the Building Plans solely for the Permitted Purpose and for no other purpose.
- 18.2 Except for the use by the Purchaser of the Building Plans for the Permitted Purpose, the Purchaser retains all its rights, title, interest, copyright and intellectual property rights in the Building Plans.
- 18.3 The Purchaser acknowledges and agrees that the Purchaser's rights under this Special Condition 18 are contractual and non-exclusive.
- 18.4 The Purchaser warrants that it will only use the Building Plans and permit the Building Plans to be used, for the Permitted Purpose and for no other purpose.
- 18.5 The Purchaser must ensure that the Building Plans are not subject to any treatment which is prejudicial to the honour and reputation of the author of the Building Plans.
- 18.6 In the event of termination or rescission of this Contract all the rights of the Purchaser granted under this Special Condition 18 are immediately terminated and the Purchaser must immediately cease to use the Building Plans in any manner whatsoever and the Purchaser must deliver up to the Vendor all copies of the Building Plans in the possession, custody or control of the Purchaser.
- 18.7 This Special Condition 18 is an essential term of this Contract and shall not merge on completion.

CORNER	BEARING	DISTANCE	FROM	ORIGIN
A	197°00'	13.365	RM DH & WING FD	DPI264511
B	-	-	RM DH & WING FD	DPI269951
	-	-	RM DH & WING FD	DPI269951
C	-	-	RM DH & WING FD	DPI269951
	-	-	RM DH & WING FD	DPI269951
D	-	-	RM DH & WING	PLACED
E	-	-	RM DH & WING	PLACED
F	-	-	RM DH & WING FD	DPI269951
	-	-	RM DH & WING FD	DPI269951
G	-	-	RM DH & WING FD	DPI269951

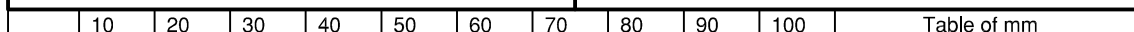
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM 65206	741147.752	6391569.712	C	0.02	SCIMS	FOUND
SSM 160909	740679.370	6391325.160	D	N/A	SCIMS	FOUND
SSM 160905	740520.887	6391512.430	D	N/A	SCIMS	FOUND
SSM	-	-	-	N/A	CAD TRAV	PLACED
SSM	-	-	-	N/A	CAD TRAV	PLACED
DATE OF SCIMS COORDINATES 12th MAY 2021					MGA ZONE: 55	
MGA DATUM: GDA 2020		COMBINED SCALE FACTOR : 1.000238				

LINE	BEARING	CHORD	ARC	RADIUS
①	285°47'45"	0.19		
②	281°25'00"	13.435	13.45	88.0
③	272°59'55"	12.4	12.415	88.0
④	88°57'25"	3.665		
⑤	129°09'40"	4.58		

(A) EASEMENT TO DRAIN SEWAGE 3' WIDE (DP26995I)
(B) EASEMENT TO DRAIN WATER 3' WIDE (DPI26995I)
(D) EASEMENT TO DRAIN SEWAGE 3' WIDE
(E) EASEMENT TO DRAIN WATER 3' WIDE

DP 1274426
DRAFT

Lengths are in metres. Reduction Ratio 1 : 500



PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT 66 IN DP 1269951</p>	<p>LGA: MID-WESTERN REGIONAL</p> <p>Locality: MUDGEES</p> <p>Parish: MUDGEES</p> <p>County: WELLINGTON</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, PHILLIP MARTEN ORR of O'RYAN GEOSPATIAL PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' – 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature: Dated: XX/05/2021</p> <p>Surveyor Identification No: 8678 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p>	
<p>Plans used in the preparation of survey/compilation: DP 1264511 DP 1269951</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	
<p>Surveyor's Reference: 20-767 LOT 66</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only

Office Use Only

Registered:**PLAN OF SUBDIVISION OF
LOT 66 IN DP 1269951**

Subdivision Certificate number:

Date of Endorsement:

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

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

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

1. EASEMENT TO DRAIN SEWAGE 3 WIDE (D)
2. EASEMENT TO DRAIN WATER 3 WIDE (E)

SCHEDULE OF STREET ADDRESSES

LOT NUMBER	STREET NO.	STREET NAME	STREET TYPE	LOCALITY
661				MUDGEES
662				MUDGEES

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20-767 LOT 66

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

Sheet 1 of 4 Sheets

Plan:

Plan of Subdivision of Lot 66 in DP 1269951
Covered by Subdivision Certificate
No

**Full Name and Address of the Registered
Proprietor of the Land:**

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement to Drain Sewage (D)	661	MWRC
2.	Easement to Drain Water (E)	662	MWRC 661

PART 2

TERMS OF EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Approved by Mid-Western Regional Council.....

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

Sheet 2 of 4 Sheets

Plan:

Plan of Subdivision of Lot 66 in DP 1269951
Covered by Subdivision Certificate
No

An easement to drain stormwater to permit the stormwater from the roof of the benefited lot across the roof, along the guttering and through the stormwater pipes of the affected lot.

Name of the Authority whose consent is required to release, vary or modify the Easement firstly referred to in the abovementioned plan is Mid-Western Regional Council.

TERMS OF EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Full and free right for the proprietor of the lot benefited to have the building, structures and appurtenances erected on that part of the lot benefited supported and upheld by the buildings, structures and appurtenances erected on the lot burdened to the extent that the said buildings, structures and appurtenances will derive support therefrom.

Name of the Authority whose consent is required to release, vary or modify the Easement secondly referred to in the abovementioned plan is Mid-Western Regional Council.

TERMS OF EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

As set out in in Part 10 of Schedule 8 of the Conveyancing Act 1919, as amended.

Name of the Authority whose consent is required to release, vary or modify the Easement thirdly referred to in the abovementioned plan is Mid-Western Regional Council.

SIGNATURES AND SEALS

Approved by Mid-Western Regional Council.....

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres Sheet 3 of 4 Sheets

Plan: Plan of Subdivision of Lot 66 in DP 1269951
Covered by Subdivision Certificate
No

SIGNATURES AND SEALS (Contd)

Approved by Mid-Western Regional Council.....
Authorised Person
21-767 LOT 66 DRAFT 88B

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

Sheet 4 of 4 Sheets

Plan:

Plan of Subdivision of Lot 66 in DP 1269951
Covered by Subdivision Certificate
No

Signed for **Mid-Western Regional Council** by authorised delegate pursuant to
s.377 Local Government Act 1993

.....
Name: (authorised officer)

.....
Position Held: (authorised officer)

.....
Signature: (authorised officer)

.....
Date:

.....
Name: (eligible witness)

.....
Occupation/Position Held: (eligible witness)

.....
Address: (eligible witness)

.....
Signature: (eligible witness)

Approved by Mid-Western Regional Council.....

Authorised Person



FOLIO: 66/1269951

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/9/2024	2:07 PM	2	24/8/2022

LAND

LOT 66 IN DEPOSITED PLAN 1269951
AT MUDGE
LOCAL GOVERNMENT AREA MID-WESTERN REGIONAL
PARISH OF MUDGE COUNTY OF WELLINGTON
TITLE DIAGRAM DP1269951

FIRST SCHEDULE

MAAS GROUP PROPERTIES LOGAN PTY LIMITED

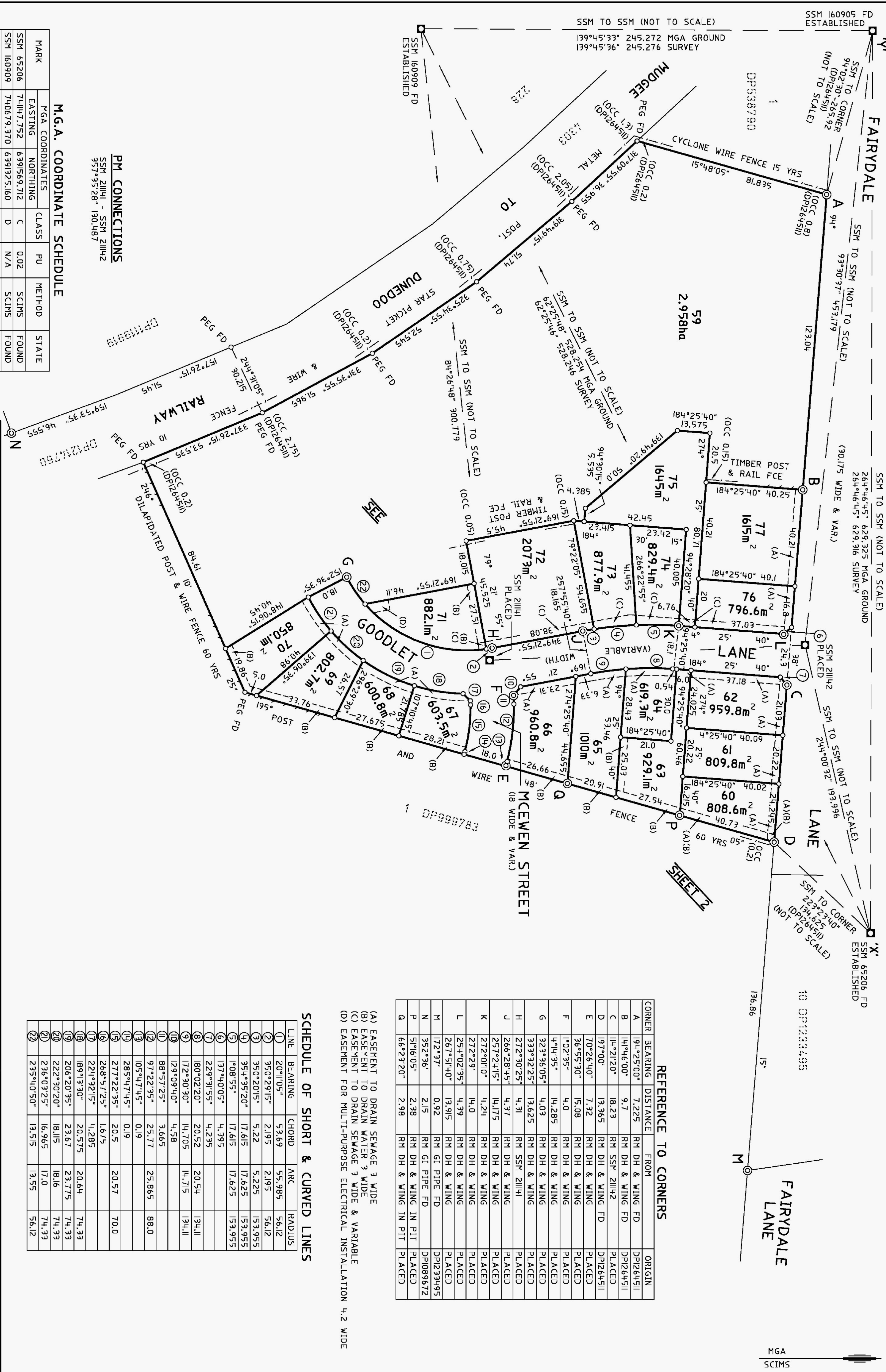
SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1269951 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1269951 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1269951 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 5 DP1269951 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: PP DP1274426.

*** END OF SEARCH ***



REFERENCE TO CORNERS			
CORNER	BEARING	DISTANCE	FROM
A	194°25'00"	7.225	RM DH & WING FD
B	141°46'00"	9.7	RM DH & WING FD
C	114°21'20"	18.23	RM SSM 211142
D	197°00"	13.365	RM DH & WING FD
E	70°26'40"	7.32	RM DH & WING
F	36°55'30"	15.08	RM DH & WING
G	1°02'35"	4.0	RM DH & WING
H	4°14'35"	14.285	RM DH & WING
I	32°36'05"	4.03	RM DH & WING
J	33°32'25"	13.625	RM DH & WING
K	272°30'25"	4.31	RM SSM 211141
L	266°28'45"	4.37	RM DH & WING
M	257°24'15"	14.175	RM DH & WING
N	272°01'10"	4.24	RM DH & WING
P	272°29"	14.0	RM DH & WING
Q	254°02'35"	4.39	RM DH & WING
R	267°51'40"	13.915	RM DH & WING
S	172°37"	0.92	RM GI PIPE FD
T	352°36"	2.15	RM GI PIPE FD
U	51°16'05"	2.38	RM DH & WING IN PIT
V	66°23'20"	2.98	RM DH & WING IN PIT

- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE
(B) EASEMENT TO DRAIN WATER 3 WIDE
(C) EASEMENT TO DRAIN SEWAGE 3 WIDE & VARIABLE
(D) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE

SCHEDULE OF SHORT & CURVED LINES

LINE	BEARING	CHORD	ARC	RADIUS
1	20°11'05"	53.69	55.985	56.12
2	350°29'15"	2.195	56.12	
3	350°20'15"	5.22	5.225	153.955
4	354°35'20"	17.615	17.625	153.955
5	1°08'55"	17.615	17.625	153.955
6	137°40'05"	4.395		
7	229°31'55"	4.235		
8	180°02'20"	20.52	20.54	134.11
9	172°30'30"	14.705	14.715	134.11
10	129°09'40"	4.58		
11	88°57'25"	3.665		
12	97°22'35"	25.77	25.865	88.0
13	105°47'45"	0.19		
14	285°47'45"	0.19		
15	277°22'35"	20.5	20.57	70.0
16	268°57'25"	1.675		
17	224°32'15"	4.285		
18	189°13'30"	20.575	20.64	74.33
19	206°20'35"	23.67	23.775	74.33
20	222°30'20"	18.115	18.16	74.33
21	236°03'25"	16.965	17.0	74.33
22	235°40'50"	13.515	13.55	56.12

M.G.A. COORDINATE SCHEDULE

MARK	MGA COORDINATES	CLASS	PU	METHOD	STATE
SSM 65206	741147.752	6391569.712	C	0.02	SCIMS
SSM 160909	740679.370	6391325.160	D	N/A	SCIMS
SSM 160905	740520.887	6391512.430	D	N/A	SCIMS
SSM 211141	740978.86	6391354.325	-	N/A	CAD TRAY PLACED
SSM 211142	740973.376	6391484.697	-	N/A	CAD TRAY PLACED
DATE OF SCIMS COORDINATES 19th AUGUST 2021					
MGA DATUM: GDA 2020					
COMBINED SCALE FACTOR : 1.000238					

PM CONNECTIONS
SSM 211141 - SSM 211142
357°35'28" 130.487

Surveyor: PHILLIP MARTEN ORR
Date of Survey: 1st SEPTEMBER 2021
Surveyor's Reference: 20-622

PLAN OF SUBDIVISION OF LOTS 1 & 2 IN DP 1264511

LGA: MID-WESTERN REGIONAL
Locality: MUDGEE
Subdivision No: SC005/2022
Lengths are in metres. Reduction Ratio 1 : 1000



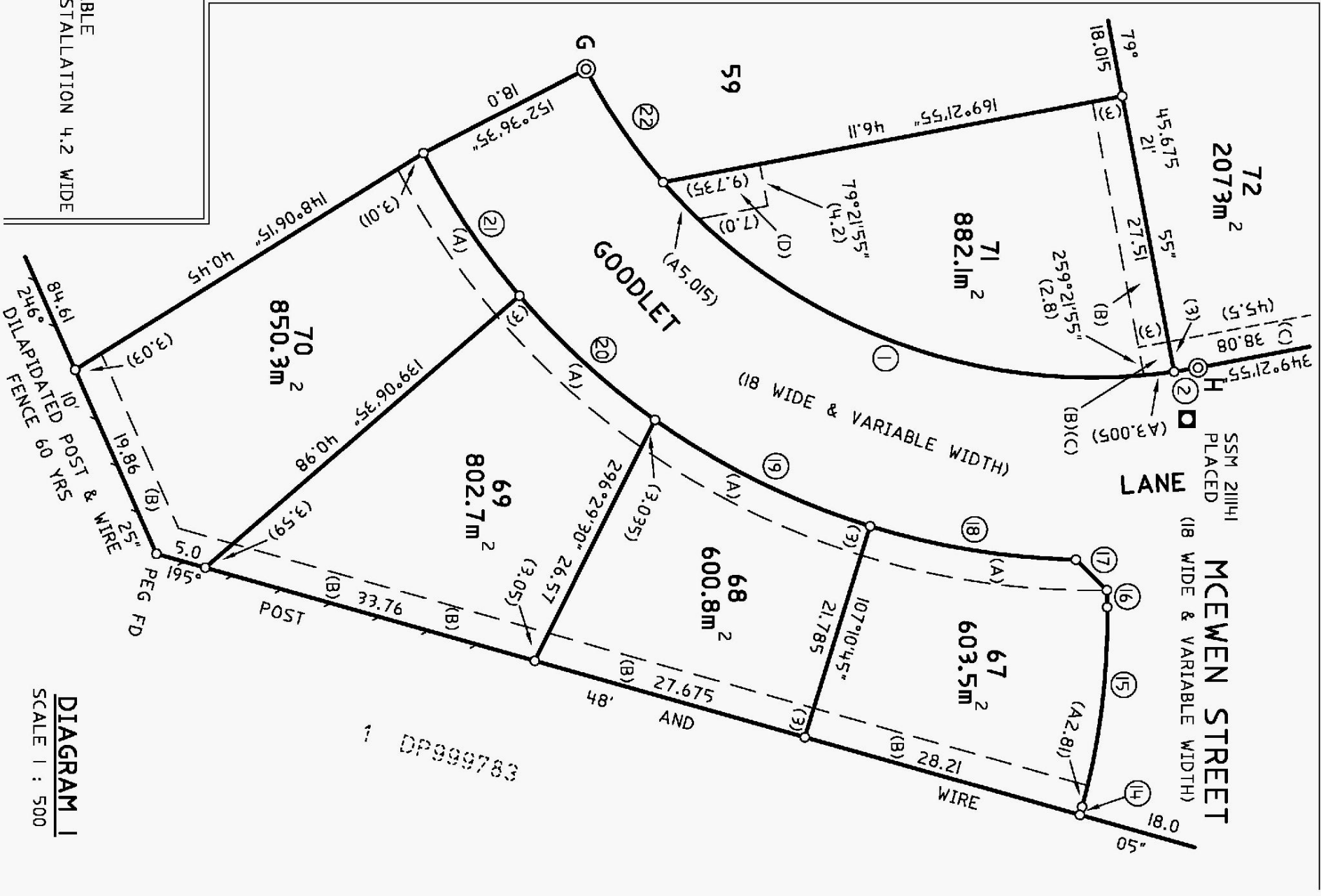
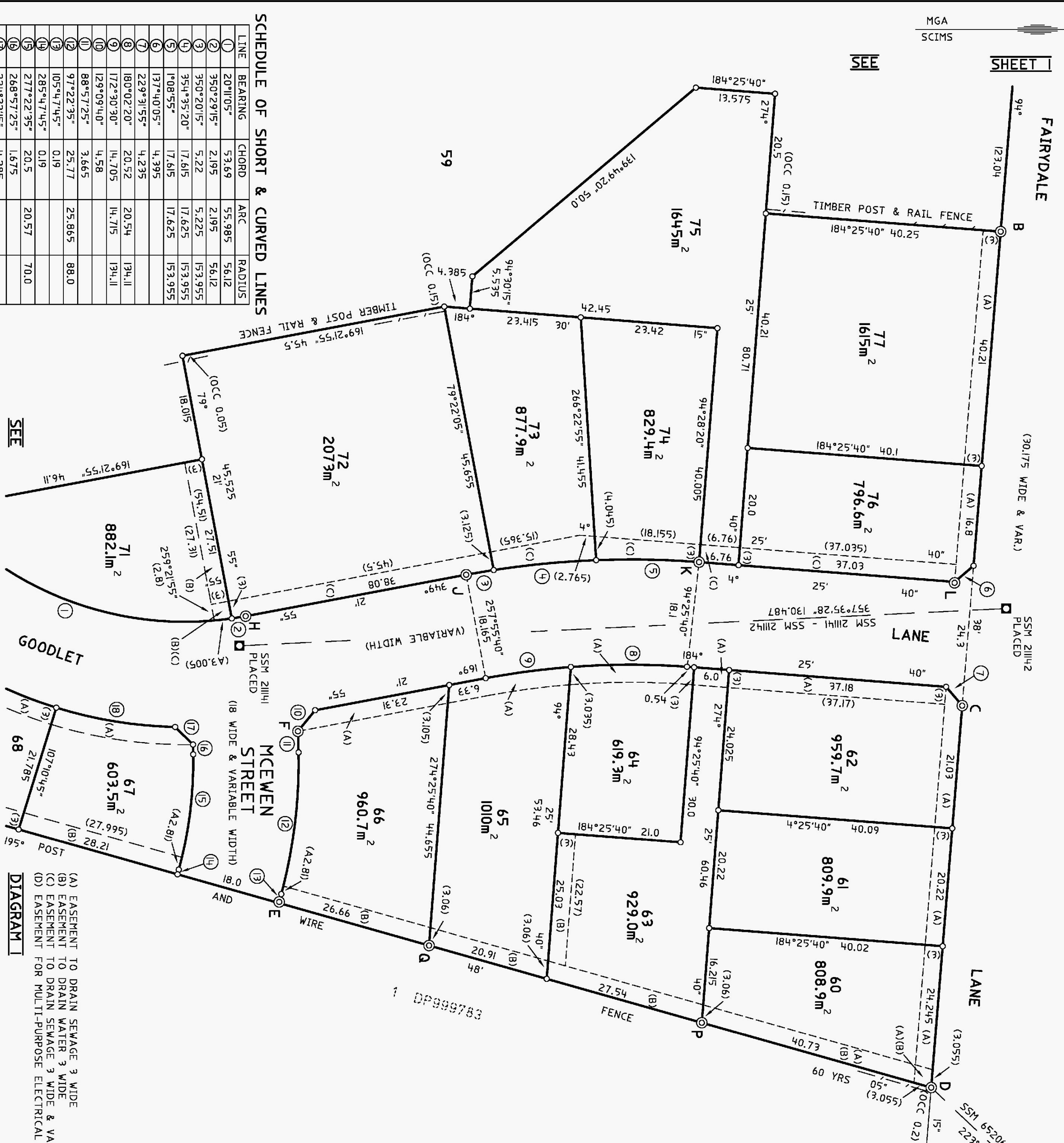
Registered

2/02/2022

DP1269951

REFERENCE TO CORNERS

CORNER	BEARING	DISTANCE	FROM	ORIGIN
B	141°46'00"	9.7	RM DH & WING FD	DP1264511
C	114°21'20"	18.23	RM SSM 211142	PLACED
D	197°00'	13.365	RM DH & WING FD	DP1264511
E	70°26'40"	7.32	RM DH & WING	PLACED
F	36°55'30"	15.08	RM DH & WING	PLACED
G	°02'35"	4.0	RM DH & WING	PLACED
H	4°14'35"	14.285	RM DH & WING	PLACED
I	32°3'36'05"	4.03	RM DH & WING	PLACED
J	33°3'32'25"	13.625	RM DH & WING	PLACED
K	27°2'30'25"	4.31	RM SSM 211141	PLACED
L	26°28'45"	4.37	RM DH & WING	PLACED
M	257°24'15"	14.175	RM DH & WING	PLACED
N	272°0'10"	4.24	RM DH & WING	PLACED
O	272°29'	14.0	RM DH & WING	PLACED
P	254°02'35"	4.39	RM DH & WING	PLACED
Q	267°5'14'0"	13.915	RM DH & WING	PLACED
R	51°6'05"	2.38	RM DH & WING IN PIT	PLACED
S	66°23'20"	2.98	RM DH & WING IN PIT	PLACED



SCHEDULE OF SHORT & CURVED LINES

LINE	BEARING	CHORD	ARC	RADIUS
1	20°11'05"	53.69	55.985	56.12
2	350°29'15"	2.195	2.195	56.12
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5	1°08'55"	17.615	17.625	153.955
6	137°40'05"	4.395		
7	229°31'55"	4.235		
8	180°02'20"	20.52	20.54	134.11
9	172°30'30"	14.705	14.715	134.11
10	129°09'40"	4.58		
11	88°57'25"	3.665		
12	97°22'35"	25.77	25.865	88.0
13	105°47'45"	0.19		
14	285°47'45"	0.19		
15	277°22'35"	20.5	20.57	70.0
16	268°57'25"	1.675		
17	224°32'15"	4.285		
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21	236°03'25"	16.965	17.0	74.33
22	235°40'50"	13.515	13.55	56.12


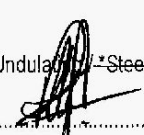
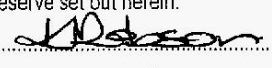
Surveyor: PHILLIP MARTEN ORR
Date of Survey: 1st SEPTEMBER 2021
Surveyor's Reference: 20-622

PLAN OF SUBDIVISION OF LOTS 1 & 2 IN DP 1264511

LGA: MID-WESTERN REGIONAL
Locality: MUDGEE
Subdivision No: SC005/2022
Lengths are in metres. Reduction Ratio 1 : 500

Registered
2/02/2022

DP1269951

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
<p>Registered:  2/02/2022</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">DP1269951</p>	
<p>PLAN OF SUBDIVISION OF LOTS 1 & 2 IN DP 1264511</p>	<p>LGA: MID-WESTERN REGIONAL</p> <p>Locality: MUDGEES</p> <p>Parish: MUDGEES</p> <p>County: WELLINGTON</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, PHILLIP MARTEN ORR of O'RYAN GEOSPATIAL PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on01/09/2021....., or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating/*Steep Mountainous.</p> <p>Signature:  Dated: 01/09/2021</p> <p>Surveyor Identification No: 1803</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Kayla Robson</u>, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Mid-Western Regional Council</u></p> <p>Date of endorsement: <u>24 January 2022</u></p> <p>Subdivision Certificate number: <u>SC005/2022</u></p> <p>File number: <u>DA0249/2014</u> <u>MA020/2021</u></p>	
<p>Plans used in the preparation of survey/compilation:</p> <p style="text-align: center;">DP 538790 DP 1089672 DP 1233495 DP 1264511</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p style="text-align: center; font-weight: bold;">IT IS INTENDED TO DEDICATE GOODLET LANE AND MCEWEN STREET TO THE PUBLIC AS PUBLIC ROAD</p>	
<p>Surveyor's Reference: 20-622</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Registered:



2/02/2022

Office Use Only

Office Use Only

DP1269951

PLAN OF SUBDIVISION OF
LOTS 1 & 2 IN DP 1264511

Subdivision Certificate number: SC005/2022

Date of Endorsement: 24 January 2022

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

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED,

A) IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN SEWAGE 3 WIDE (A)
2. EASEMENT TO DRAIN WATER 3 WIDE (B)
3. EASEMENT TO DRAIN SEWAGE 3 WIDE & VARIABLE (C)
4. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (D)
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTIONS ON THE USE OF LAND


B) IT IS INTENDED TO RELEASE:

1. RIGHT OF CARRIAGE WAY 6 WIDE & VARIABLE (CREATED BY DP1264511)
2. EASEMENT FOR SERVICES 4.5 WIDE (CREATED BY DP1264511)
3. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 20 WIDE AND VARIABLE (CREATED BY DP1264511)
4. EASEMENT FOR OVERHEAD POWERLINES 15 WIDE (CREATED BY DP1264511)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20-622

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 5 sheet(s)

Registered:  2/02/2022	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOTS 1 & 2 IN DP 1264511		DP1269951
Subdivision Certificate number: SC005/2022 Date of Endorsement: 24 January 2022		
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		


SCHEDULE OF STREET ADDRESSES

LOT NUMBER	STREET NO.	STREET NAME	STREET TYPE	LOCALITY
59	N/A	FAIRYDALE	LANE	MUDGEES
60	21	FAIRYDALE	LANE	MUDGEES
61	23	FAIRYDALE	LANE	MUDGEES
62	25	FAIRYDALE	LANE	MUDGEES
63	3	GOODLET	LANE	MUDGEES
64	5	GOODLET	LANE	MUDGEES
65	7	GOODLET	LANE	MUDGEES
66	9	GOODLET	LANE	MUDGEES
67	11	GOODLET	LANE	MUDGEES
68	13	GOODLET	LANE	MUDGEES
69	15	GOODLET	LANE	MUDGEES
70	17	GOODLET	LANE	MUDGEES
71	12	GOODLET	LANE	MUDGEES
72	10	GOODLET	LANE	MUDGEES
73	8	GOODLET	LANE	MUDGEES
74	6	GOODLET	LANE	MUDGEES
75	4	GOODLET	LANE	MUDGEES
76	27	FAIRYDALE	LANE	MUDGEES
77	29	FAIRYDALE	LANE	MUDGEES

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20-622

SR

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 5 sheet(s)	
<div style="display: flex; justify-content: space-between; align-items: center;"><div style="display: flex; align-items: center;"><div style="text-align: right;">Registered:</div><div style="text-align: center;"></div><div style="text-align: left;">2/02/2022</div></div><div style="text-align: right;">Office Use Only</div></div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">PLAN OF SUBDIVISION OF LOTS 1 & 2 IN DP 1264511</div> <div style="margin-top: 5px;">Subdivision Certificate number: <u>SC005/2022</u> Date of Endorsement: <u>24 January 2022</u></div>	<div style="text-align: right;">Office Use Only</div> <div style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 20px;">DP1269951</div> <div style="margin-top: 10px;"><small>This sheet is for the provision of the following information as required:</small><ul style="list-style-type: none">A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see 195D <i>Conveyancing Act 1919</i>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</div>
<p>Executed on behalf of Maas Group Properties Logan Pty Limited) ABN 64 637 899 024 on the <u>20th</u> day of <u>January</u> 2022) by the authorised persons whose signatures appear below)</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%;"><p>I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]</p><div style="margin-top: 20px;">Signature of witness <u>Jock Rodgers</u> Name of witness <u>Jock Rodgers</u> Full Address of witness <u>20L Sheraton Road</u> <u>Dubbo, NSW, 2830</u> <small>[Electronic Signature of me, Jock Rodgers, affixed by me on 20/01/2022]</small></div></div><div style="width: 45%;"><p>Certified correct for the purposes of the Real Property Act 1900 by the owner.</p><p>SIGNED by: <u>Louise Margaret Sullivan</u> as attorney for Maas Group Property Logan Pty Limited under power of attorney registered book <u>4787</u> no. <u>683</u></p><p><u>Louise Sullivan</u> (Signature)</p><p>by executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney <small>(Electronic Signature of me, Louise Sullivan, affixed by me on 20/01/2022)</small></p></div></div> <div style="margin-top: 20px;"><p><small>*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.</small></p></div>	
<small>If space is insufficient use additional annexure sheet</small>	
Surveyor's Reference: 20-622	

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:



2/02/2022

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
LOTS 1 & 2 IN DP 1264511

DP1269951

Subdivision Certificate number: SC005/2022
Date of Endorsement: 24 January 2022

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

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

Signed by

Leigh Mareece Murkins and Gregory John Murkins

(Registered Proprietor)

Signature of witness



Name of witness

Edwina Edith Gordon

Full Address of witness

62 Market St

Mudgee NSW 2850

Signed by

Leigh Mareece Murkins and Gregory John Murkins

(Mortgagee)

Signature of witness



Name of witness

Edwina Edith Gordon

Full Address of witness

62 Market St

Mudgee NSW 2850

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20-622

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

(Sheet 1 of 12)

Plan **DP1269951**

Plan of Subdivision of Lots 1 & 2 in DP1264511
covered by Subdivision Certificate No SC005/2022

Full name and address of the
owner of the land
(Lot 2 in DP 1264511)

Maas Group Properties Logan Pty Limited
ABN 64 637 899 024
PO Box 332
DUBBO NSW 2830

Full name and address of the
owner of the land
(Lot 1 in DP 1264511)

Leigh Mareece Murkins & Gregory John
Murkins
17 Fairydale Lane
MUDGEES NSW 2850

Full name and address of the
Mortgagee of the land
(Lot 2 in DP 1264511)

Leigh Mareece Murkins & Gregory John
Murkins
17 Fairydale Lane
MUDGEES NSW 2850

~~Commonwealth Bank of Australia~~
~~49-41 Church Street~~
~~MUDGEES NSW 2850~~

PART 1A (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Sewage 3 Wide (A)	60-70 Inclusive, 76 & 77	Mid-Western Regional Council
2	Easement to Drain Water 3 Wide (B)	60 63 65 66 67 68 69 70 71	59, 63-70 Inclusive & Mid-Western Regional Council 59, 64-70 Inclusive & Mid-Western Regional Council 59, 66-70 Inclusive & Mid-Western Regional Council 59, 67-70 Inclusive & Mid-Western Regional Council 59, 68-70 Inclusive 59, 69 & 70 59 & 70 59 59

[Handwritten signatures]

KR. LS

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

(Sheet 2 of 12)

Plan **DP1269951**

Plan of Subdivision of Lots 1 & 2 in DP1264511
covered by Subdivision Certificate No SC005/2022

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
3	Easement to Drain Sewage 3 Wide & Var. (C)	71-76 Inclusive	Mid-Western Regional Council
4	Easement for Multi-Purpose Electrical Installation 4.2 Wide (D)	71	Essential Energy ABN 37 428 185 226
5	Restriction on the Use of Land	75	Mid-Western Regional Council
6	Restrictions on the Use of Land	60-71 inclusive & 73-76 inclusive	Every lot in the plan other than the lot burdened and Lot 59

PART 1B (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit a prendre to be released and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriage Way 6 Wide & Variable (Created by DP1264511)	Lot 2 in DP1264511	Lot 1 in DP1264511
2	Easement for Services 4.5 Wide (Created by DP1264511)	Lot 2 in DP1264511	Lot 1 in DP1264511
3	Easement for Multi-Purpose Electrical Installation 20 Wide and Variable (Created by DP1264511)	Lots 1 & 2 in DP1264511	Essential Energy
4	Easement for Overhead Powerlines 15 Wide (Created by DP1264511)	Lot 2 in DP1264511	Essential Energy

[Handwritten signatures and initials]

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

(Sheet 3 of 12)

Plan **DP1269951**

Plan of Subdivision of Lots 1 & 2 in DP1264511
covered by Subdivision Certificate No SC005/2022

PART 2 (Terms)

1. Terms of easement for Multi-Purpose Electrical Installation fourthly referred to in the plan

An easement for the Multi-Purpose Electrical Installation the terms of which are set out in Part C of the Memorandum AG189384.

2. Terms of Restrictions on Use of the Land fifthly referred to in the plan:

No multi dwelling housing is permitted on the lot burdened.

3. Terms of Restrictions on Use of the Land sixthly referred to in the plan:

Building Requirements

- (a) No building or buildings shall be erected or be permitted to remain erected on the lot burdened other than with external walls of new materials, being of brick, brick veneer, stone, concrete, glass, cement render or cellulous fibre reinforced cement building sheets externally coated with a seamless textured trowel on acrylic material to a minimum of 2mm thickness ("Specified Materials").
This restriction shall not apply to infill panels and gable ends in a building having external walls of any of the Specified Materials or a combination of Specified Materials where the total area of the infill panels and gable ends does not exceed 20% of all the external walls of the building.
- (b) No cladding of any outbuildings on any lot shall be of any materials other than that similar to the main building erected on the lot or of other materials permitted under clause (a) or of a pre-coloured iron.
- (c) No building shall be a transportable building.
- (d) No more than one main building may be constructed on the lot burdened.
- (e) No building shall be erected on any lot burdened having a roof of fibre cement or asbestos cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature other than steel treated with a non-reflective surface.
- (f) No dwelling shall be erected on the lot burdened unless in conjunction with a minimum of a two car garage, whether the garage is under the same roof as the dwelling, attached to or detached from the dwelling.
- (g) No dwelling shall be erected on a corner lot unless the facades facing public roads are of similar character and proportion.
- (h) No attached dwelling is to be constructed without the consent of Maas Group Properties Logan Pty Limited.
- (i) No dwelling attached or detached is to be constructed with a living area that is less than 150 square metres (including garages, carports and verandahs) under the main roof without consent of Maas Group Properties Logan Pty Limited.



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

(Sheet 4 of 12)

Plan **DP1269951**

Plan of Subdivision of Lots 1 & 2 in DP1264511
covered by Subdivision Certificate No SC005/2022

- (j) No additions shall be erected on the lot burdened unless the street facing facade of the addition is constructed with the same material and in a character consistent with the existing dwelling.
- (k) No lot shall be further subdivided, boundary adjusted or changed from the original lot size unless authorised by Maas Group Properties Logan Pty Limited.

Residential Use

- (l) No building shall be used for any purpose other than a single dwelling house which does not include a residential flat building, dual occupancy or duplex building.
- (m) No dairy, brick yard, tannery, poultry farm, piggery, kennels, quarry or other noxious, noisome or offensive occupation, trade or business shall be carried out on the lot burdened.
- (n) No main building on the lot burdened shall be used for temporary housing or for the storage of mobile homes or caravans unless the caravan or mobile home is stored behind the building line referred to in (s).

Rubbish, Machines and Vehicles

- (o) No materials (except as required in the course of building) rubbish, old, unused or out of order plant, motor vehicles or machinery shall be kept or stored on any lot.
- (p) No plant, machinery or vehicles having a tare weight in excess of three (3) tonnes shall be kept or stored on any lot.
- (q) No truck yards, earthmoving business or welding shops or operations of a similar nature shall be carried out on any lot.
- (r) No excess soil or building materials may remain on any lot or moved to other lots after completion of construction on the lot.

Fencing

- (s) No fence shall be erected or permitted to be erected on the street frontage of each lot burdened between the front street alignment and the house building line as fixed by Mid-Western Regional Council. In the case of a corner lot this restriction shall only apply to one street frontage if the section of fencing in the second street is approved in writing by Maas Group Properties Logan Pty Limited.
- (t) No fence shall be erected on any lot burdened other than of materials and colours as approved in writing by Maas Group Properties Logan Pty Limited.
- (u) No fence shall be erected on the lot burdened to divide it from any adjoining land owned by Maas Group Properties Logan Pty Limited without the written consent of Maas Group Properties Logan Pty Limited but such consent shall not be withheld if:

KR.LS

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

(Sheet 5 of 12)

Plan **DP1269951**

Plan of Subdivision of Lots 1 & 2 in DP1264511
covered by Subdivision Certificate No SC005/2022

- i. Such fence is erected without expense to Maas Group Properties Logan Pty Limited its successors and assigns;
 - ii. The type and construction of the fence is 1.8 metres in height made of colorbond in the colour "Woodland Grey"; and
 - iii. No infill is to be placed under the fence unless the infill is of treated pine and complies with the requirements of Mid-Western Regional Council.
- (v) This restriction shall remain in force whilst Maas Group Properties Logan Pty Limited is the registered proprietor of any land in the plan.

Advertising

- (w) No advertisement hoarding sign or matter of any description other than a "for sale" real estate sign, or signage relating to builders display homes or house land package and finance signage is permitted on the lot burdened.

Carport and Garage

- (x) No carport, garage or outbuilding shall be erected or permitted to remain on any lot unless it is constructed after or concurrently with the erection of the main building thereon.
- (y) No carport, garage or outbuilding shall be more than one storey.
- (z) No carport is permitted unless it is under the main roof of the dwelling.
- (aa) No carport or garage is to be enclosed or converted to a habitable area unless the external walls and windows have a character consistent with that of the existing dwelling and constructed from the same materials.

Landscaping

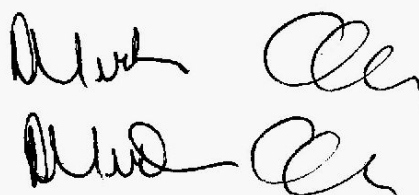
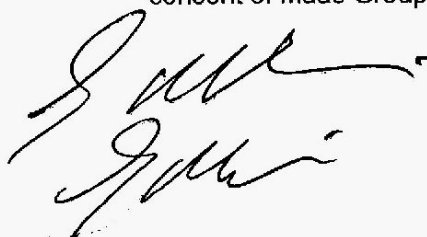
- (bb) The owner of the lot burdened must not and must not authorize or permit any removal, damage or harm to the landscaping on the lot burdened including any plants or trees.

Satellite Dish

- (cc) No satellite dish may be placed or allowed to remain on any building or structure on the lot burdened unless the satellite dish is placed to minimize the public view of the satellite dish.

Display Home

- (dd) The lot burdened must not be used for the purpose of the building of a display home or exhibition house other than by Maas Group Properties Logan Pty Limited or with the consent of Maas Group Properties Logan Pty Limited.



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

(Sheet 6 of 12)

Plan **DP1269951**

Plan of Subdivision of Lots 1 & 2 in DP1264511
covered by Subdivision Certificate No SC005/2022

Animals

- (ee) No pigs, bees, roosters, pigeons or greyhounds or any other animals other than domestic pets, including cats, dogs, caged birds and fish shall at any time be allowed or kept on the lot burdened and the registered Proprietor of any lot shall not be entitled to maintain more than two (2) dogs and/or (2) cats.

Subdivision

- (ff) The lot burdened may not be subject to further subdivision boundary adjustment or be changed from the original lot size unless authorized in writing by Maas Group Properties Logan Pty Limited.

Miscellaneous

- (gg) No rain water tank constructed from silver or uncoloured galvanized iron may remain on any lot.
- (hh) No driveway or path shall be constructed or permitted to remain forward of any building erected on the lot burdened unless they are constructed of coloured concrete pavers, clay pavers or coloured concrete. No driveway strips are permitted and neither can the driveway be less than 3 metres wide.
- (ii) No vacant land is to be left unmown or containing noxious weeds therein.
- (jj) No building is to be occupied until an occupation certificate has been issued.

Release or Modification

- (kk) No release, variation or modification of any restriction set out in this covenant is permissible unless Maas Group Properties Logan Pty Limited has approved such action and in the case of substantial variation (as determined by Maas Group Properties Logan Pty Limited) unless all adjoining property owners have also been consulted.
- (ll) Approval or refusal shall not be deemed to be unreasonable if a Certified Planner nominated by Maas Group Properties Logan Pty Limited has certified that the proposal does or does not confirm with the general standards of design and planning of the development and the proposal is desirable or undesirable by reason of the effect that it would have upon the development, appearance, health or amenity of the neighborhood or any part of it.

Maas Group Properties Logan Pty Limited can consent to any exception to the restrictions set out in this covenant where the consent is set out in writing signed by a director of Maas Group Properties Logan Pty Limited.

Name of authority empowered to release, vary or modify the Easements firstly to thirdly (inclusive) and Restriction on Use fifthly referred to in the plan:

Mid-Western Regional Council

KR. LS

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

(Sheet 7 of 12)

Plan **DP1269951**

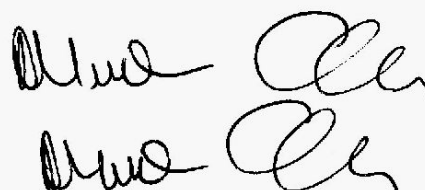
Plan of Subdivision of Lots 1 & 2 in DP1264511
covered by Subdivision Certificate No SC005/2022

Name of authority empowered to release, vary or modify the Easement fourthly referred to in the plan:

Essential Energy

Name of person or authority empowered to release, vary or modify the Restrictions on Use sixthly referred to in the plan:

Maas Group Properties Logan Pty Limited while it is the registered proprietor of any lot in the plan, thereafter the registered proprietors of the lots benefited.



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**Instrument setting out terms of Easements or Profits a Prendre to be created or released
and Restrictions on the Use of land and Positive Covenants intended to
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(Sheet 8 of 12)

Plan **DP1269951**

Plan of Subdivision of Lots 1 & 2 in DP1264511
covered by Subdivision Certificate No SC005/2022

SIGNATURES AND SEALS

Executed by **MID-WESTERN
REGIONAL COUNCIL** by its Authorised
Delegate pursuant to S.377 of the Local
Government Act 1993 in the presence of:

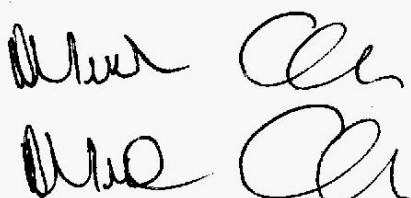

Signature of Witness

16/1A SUSNSA
Name and Address of Witness


Signature of Authorised Delegate

Kayla Robson.
Name and Authorised Delegate





LS

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

(Sheet 9 of 12)

Plan **DP1269951**

Plan of Subdivision of Lots 1 & 2 in DP1264511
covered by Subdivision Certificate No SC005/2022

EXECUTED on behalf of **MAAS GROUP PROPERTIES LOGAN**)
PTY LIMITED ABN 64 637 899 024 on the ...20th...day of January 2022)
by the authorized person whose signatures appear below)

I certify that I am an eligible witness and that the
attorney whose signature appears opposite signed
this instrument in my presence. [See * below]

Signature of witness: *Jock Rodgers*
Name of witness: Jock Rodgers
Full address of witness: 20L Sheraton Road
Dubbo NSW 2830

[Electronic Signature of me, Jock Rodgers, affixed by me on 20/01/2022]

Certified correct for the purposes of the Real
Property Act 1900 by the owner.

SIGNED by: **Louise Margaret Sullivan** as attorney
for Maas Group Properties Logan Pty Limited under
power of attorney registered book ⁴⁷⁸⁷ no. 683

Louise Sullivan
(Signature)

By executing this instrument the attorney states that
the attorney has received no notice of the
revocation of the power of attorney.

[Electronic Signature of me, Louise Sullivan, affixed by me on 20/01/2022]

[Handwritten signatures]

[Handwritten signatures]

[Handwritten signature]

**Instrument setting out terms of Easements or Profits a Prendre to be created or released
and Restrictions on the Use of land and Positive Covenants intended to
be created pursuant to Section 88b of the Conveyancing Act, 1919**

(Sheet 10 of 12)


Plan **DP1269951**

Plan of Subdivision of Lots 1 & 2 in DP1264511
covered by Subdivision Certificate No SC005/2022

EXECUTED BY ESSENTIAL ENERGY

ABN 37 428 185 226

By its duly appointed attorney under
power of attorney Book 4745 No 85 in the
presence of



Witness Signature

Manda White

Print Name of Witness:

8 Rutter Street

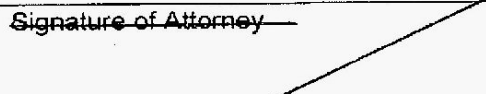
Address of Witness:
BA Macquone



Signature of Attorney

Martin English Head of

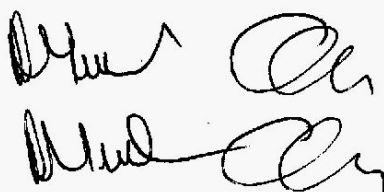
Name and title of attorney
By executing this instrument the attorney
states that the attorney has received no
notice of the revocation of the power of
attorney.

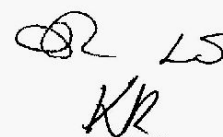


Signature of Attorney

Name and title of attorney
By executing this instrument the attorney
states that the attorney has received no
notice of the revocation of the power of
attorney.






KR.

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

(Sheet 11 of 12)

Plan **DP1269951**

Plan of Subdivision of Lots 1 & 2 in DP1264511
covered by Subdivision Certificate No SC005/2022

**EXECUTED BY MORTGAGEE
COMMONWEALTH BANK OF
AUSTRALIA ABN 48 123 123 124**

By its duly appointed attorney under
power of attorney Book No in
the presence of

Witness Signature

Signature of Attorney

Print Name:

Name and title of attorney
By executing this instrument the attorney
states that the attorney has received no
notice of the revocation of the power of
attorney.

Address:

Signature of Attorney

Name and title of attorney
By executing this instrument the attorney
states that the attorney has received no
notice of the revocation of the power of
attorney.

[Handwritten signature]

[Handwritten signature]

RR, LS

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

(Sheet 12 of 12)

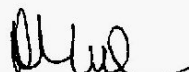
Plan **DP1269951**

Plan of Subdivision of Lots 1 & 2 in DP1264511
covered by Subdivision Certificate No SC005/2022

EXECUTED BY MORTGAGEE:
LEIGH MAREECE MURKINS and
GREGORY JOHN MURKINS in the
presence of




Witness Signature



Leigh Mareece Murkins

Edwina Edith Gordon

Print Name:



Gregory John Murkins

62 Market St Mudgee NSW 2850

Address:

EXECUTED BY REGISTERED
PROPRIETOR:
LEIGH MAREECE MURKINS and
GREGORY JOHN MURKINS in the
presence of



Witness Signature



Leigh Mareece Murkins

Edwina Edith Gordon

Print Name:



Gregory John Murkins

62 Market St Mudgee

Address:

NSW 2850

REGISTERED:



2/02/2022

RR. LS

Planning Certificate

Under Section 10.7 of the Environmental Planning and Assessment Act 1979

APPLICANT:

Infotrack
GPO Box 4029
SYDNEY NSW 2001

PROPERTY DETAILS

Certificate Number	PC0886/2024		
Applicant Reference	46782	Receipt No	PLANCERT2930
Property No	26505	Issue Date	15 March 2024
Property address	9 Goodlet Lane MUDGEE NSW 2850		
Property description	Lot 66 DP 1269951		

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

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

The following Local Environment Plan applies to the land:

Mid-Western Regional Local Environmental Plan 2012

The following State Environmental Planning Policies apply to the land:

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

The following Development Control Plan applies to the land:

Mid-Western Regional Development Control Plan 2013

The following Proposed Planning Instruments apply to the land:

General Amendment Tourist and Visitor Accommodation has been public exhibited and applies to this land.

2. ZONING AND LAND USE UNDER RELEVANT LEPS

Currently the land is zoned:

R1 General Residential

Land use zoning table:

Zone R1 General Residential

2 Permitted without consent

Home-based child care; Home businesses; Home occupations; Roads; Rural workers' dwellings; Water reticulation systems.

3 Permitted with consent

Attached dwellings; Boarding houses; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Function centres; Funeral homes; Group homes; Health services facilities; Home industries; Hostels; Information and education facilities; Markets; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential accommodation; Residential flat buildings; Respite day care centres; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Signage; Tank-based aquaculture; Tourist and visitor accommodation; Water recycling facilities; Water storage facilities.

4 Prohibited

Advertising structures; Farm stay accommodation; Any other development not specified in item 2 or 3.

Minimum lot size:

Dwelling Houses - All Other Zones

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

Area of outstanding biodiversity:

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

Heritage:

Land Not Within Conservation Area

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

Not an Item of Environmental Heritage

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

3. CONTRIBUTION PLANS

The following Contributions Plan applies to the land:

Mid-Western Regional Contributions Plan 2019

4. COMPLYING DEVELOPMENT

The following information only addresses whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1)(c) - (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

Housing Code

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

Rural Housing Code

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

Low Rise Housing Diversity Code

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

Inland Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Building Code

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

5. EXEMPT DEVELOPMENT

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

General Exempt Development Code

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

Advertising and Signage Exempt Development Code

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

Temporary Uses and Structures Exempt Development Code

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

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

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

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

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

7. LAND RESERVED FOR ACQUISITION

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

8. ROAD WIDENING AND ROAD REALIGNMENT

The Land is Not Subject to Road Widening

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

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

9. FLOOD RELATED DEVELOPMENT CONTROLS

Flood related development controls

The subject land, or part of the subject land, is below the Probable Maximum Flood (PMF), as identified in the Mid-Western Regional Council - Mudgee Flood Study, February 2021, and may be subject to flood related development controls.

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

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

11. BUSH FIRE PRONE LAND

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

12. LOOSE-FILL ASBESTOS INSULATION

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

13. MINE SUBSIDENCE

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

14. PAPER SUBDIVISION INFORMATION

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

15. PROPERTY VEGETATION PLANS

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

16. BIODIVERSITY STEWARDSHIP SITES

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

17. BIODIVERSITY CERTIFIED LAND

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

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

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

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

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

20. WESTERN SYDNEY AEROTROPOLIS

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

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

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

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

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

MATTERS PRESCRIBED BY THE CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

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

S. Buschman

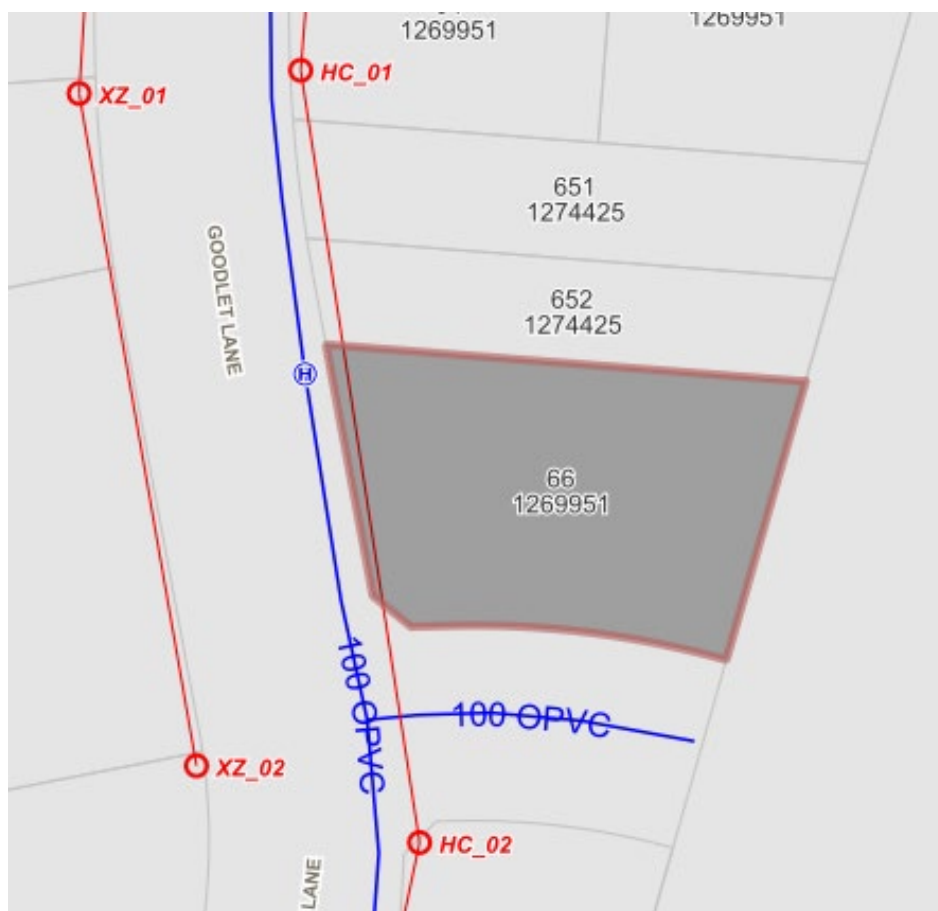
Signatory

DRAINAGE DIAGRAM

OUR REF: 26505
YOUR REF: 46782
APPLICANT: Infotrack

DIAGRAM NO: DD0548/2024

PROPERTY: 9 Goodlet Lane MUDGEE NSW 2850
BEING: Lot 66 DP 1269951



Legend

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

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

NOT DRAWN TO SCALE

Receipt No. DDCERT1747

S Lewinski Customer Service Officer

Date: 19/03/2024

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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