

# DEED OF PUT AND CALL OPTION

**PARKES SHIRE COUNCIL**  
(Grantor)

---

(Grantee)

DATE: \_\_\_\_\_ 2022

*Prepared by:*  
*RMB Matthews Williams,*  
*Solicitors,*  
*5 Court Street,*  
*PARKES. 2870*  
*New South Wales.*

*DX 20254 PARKES*

*Telephone: (02) 6862 1766.*  
*Email: parkes@rmbmw.com.au*

## DEED OF PUT AND CALL OPTION

THIS DEED is made on the                      day of                      2022.

### PARTIES:

Name of Grantor:            **PARKES SHIRE COUNCIL**  
ABN:                            96 299 629 630  
Address for Service:      2 Cecile Street, Parkes NSW 2870  
Email Address for Service: council@parkes.nsw.gov.au

Name of Grantee:  
ABN/ACN:  
Address for Service:  
Email Address for Service:

### RECITALS:

- A.     The Grantor has agreed to grant and the Grantee has agreed to accept a Call Option to purchase the Property on the terms and conditions contained in this Deed.
- B.     The Grantee has agreed to grant and the Grantor has agreed to accept a Put Option to require the Grantee to purchase the property on the terms and conditions contained in this Deed.
- C.     The Grantor is to create and register a proposed subdivision currently called Lot 7 which faces Hanlon Street, Parkes NSW and the right to exercise options does not commence until such subdivision is registered.

### IT IS AGREED

#### 1.     **INTERPRETATION**

1.1.   In this Deed, unless the context otherwise requires:

- (a)     *Business Day* means a day that is not a Saturday, Sunday, public holiday or bank holiday in Parkes NSW;
- (b)     *Business Hour* means an hour in the period between 8am to 6pm on a Business Day;
- (c)     *Call Option* means the option to purchase the Property granted in clause 2.1;

- (d) *Call Option Fee* means \$10 (exclusive of GST);
- (e) *Call Option Notice* means a notice substantially in the form set out in Annexure A;
- (f) *Call Option Period* means from the date the Grantor gives the Grantee notice that the plan of Sub-division has been registered and for a period 90 days from such date of notification and the Grantee must give the Grantor Notice that the Grantee proposes to exercise his/her or its right to exercise such Option.
- (g) *Contract* means the contract arising on the exercise of the Call Option or the Put Option;
- (h) *Deed* means this Deed and any document that varies or supplements it;
- (i) *Draft Contract* means the contract for sale which is Annexure C;
- (j) *GST* has the meaning given in the *GST Act*;
- (k) *GST Act* means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;
- (l) *Property* means the property described in the Draft Contract;
- (m) *Put Option* means the option to purchase the Property granted in clause 3.1;
- (n) *Put Option Fee* means \$10.00 (exclusive of GST);
- (o) *Put Option Notice* means a notice substantially in the form set out in Annexure B;
- (p) *Put Option Period* means the period commencing on the expiration of the Call Option Period and end 30 days after that date.
- (q) *Stakeholder* means ***RMB Matthews Williams, Solicitors, 5 Court Street, PARKES. 2870.***
- (r) *Taxable Supply* has the same meaning as in the *GST Act*; and
- (s) *Tax Invoice* has the same meaning as in the *GST Act*.

1.2. In this Deed, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation of this Deed;
- (c) a reference to a clause, paragraph, schedule or the Details page is a reference to a clause, paragraph, schedule or the Details page of this Deed;
- (d) where any word or phrase is given a definite meaning in this Deed, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;

- (e) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- (f) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
- (g) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
- (h) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally;
- (i) a reference to a body, whether statutory or not:
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
- (j) *including* and similar expressions are not words of limitation.

## 2. GRANT OF CALL OPTION

### 2.1. Call Option

In consideration of payment of the Call Option Fee by the Grantee to the Grantor (receipt of which is acknowledged), the Grantor grants a Call Option to the Grantee to purchase the Property.

### 2.2. Exercise of Call Option

The Grantee may, at any time during the Call Option Period, exercise the Call Option by:

- (a) delivering the Call Option Notice to the Grantor; and
- (b) the Call Option Fee will be taken to be the deposit under the Contract.

2.3. Should the Grantee exercise this Option, it is noted that it is the intention of the parties as far as possible to merge the services to be put into 8 Langlands Street Parkes NSW (comprised in Folio Identifier 2/1276025) and proposed lot 7 Hanlon Street, Parkes.

## 3. GRANT OF PUT OPTION

### 3.1. Put Option

In consideration of payment of the Put Option Fee by the Grantor to the Grantee (receipt of which is acknowledged), the Grantee grants a Put Option to the Grantor to require the



Grantee to purchase the Property on the terms and conditions contained in the Draft Contract completed as provided in this clause.

**3.2. Exercise of Put Option**

The Grantor may, at any time during the Put Option Period, exercise the Put Option by delivering the Put Option Notice to the Grantee.

3.3. Notwithstanding anything to the contrary, no Option Period shall extend past the 30<sup>th</sup> June, 2027.

**4. INVESTMENT OF CALL OPTION FEE AND PUT OPTION FEE**

**4.1. Investment of Call and Put Option Fees**

The parties agree not to invest the Option fees.

**5. SUBDIVISION**

5.1. The Grantor at its cost undertakes to subdivide lands referred to as Lot 7 facing Hanlon Street Parkes (see Annexure C for proposed plan of subdivision) which is adjacent to 8 Langlands Street Parkes NSW (comprised in Folio Identifier 2/1276025).

5.2. The parties agree that the Grantor may make all alterations to the measurements and lot numbers shown on the Unregistered proposed Plan as are needed to obtain the necessary certificate, consents and approvals and the registration of the Subdivision Plan.

5.3. The Grantor does not provide or warrant any schedule predicting the completion of works and or registration of the plan of subdivision and does not guarantee such plan will be completed by 30<sup>th</sup> June, 2027.

5.4. If there is a variation in a boundary dimension or area is taken to be other than minor if it is a reduction of greater than 10% or an increase is less than 10% and the parties can not object to such minor variation.

5.5. If there a variation in boundary dimension or area that is not a major variation, the Grantee may consent to such variation or failing consent terminate the contract within 14 days of the Grantor notifying the Grantee or such variation without penalty.

**6. CONTRACT FOR SALE**

**6.1. Formation of contract**

As soon as either the Put or Call Option has been exercised, a contract for the sale and purchase of the Property in the form of the Draft Contract will immediately be taken to be operative and effective.

- 6.2. The Purchase Price will be the amount per square metre that 8 Langlands Street Parkes NSW (comprised in Folio Identifier 2/1276025) is sold for, plus 5% per annum. For the avoidance of doubt, the commencement date for calculation of increases will be 1 July, 2022.  
[By way of example only: A sale of \$100,000.00 in 16 months from 1 July, 2022 would be: \$100,000.00 plus \$100,000 x 5% pa + (\$100,000 x 5% pa x 4)/12 = \$106,667.00]

- 6.3. The parties agree that:
- (a) Property known as 8 Langlands Street Parkes NSW (comprised in Folio Identifier 2/1276025) has a land area of 3380m<sup>2</sup> and the proposed Lot 7 Hanlon Street, Parkes has an approximate area of 2822m<sup>2</sup>;
  - (b) The Grantor may make all alterations to the measurements and lot numbers shown on the Unregistered Plan as are needed to obtain the necessary certificate, consents and approvals and the registration of the Subdivision Plan.

6.4. **Deposit**

- (a) If the Call Option is exercised, the Call Option Fee will be taken to be part of the Deposit plus an amount to make the deposit up to 10% of the purchase price as required under the Contract.
- (b) If the Put Option is exercised the Call Option Fee will be taken to be part of the Deposit required under the Contract.

6.5. **Formalities**

Without affecting the operation and effect of clause 6.1 and the legal obligations created, the parties will, for convenience of record and stamping, within 14 days after exercise of the Option, execute counterpart Contracts by way of confirmation. The Contracts will be completed by inserting the date of the exercise of the Option as the date of the Contract.

6.6. **Delivery of contract**

- (a) The Grantor will procure that its solicitors prepare the Contract in duplicate at its cost and deliver one part to the Grantee's solicitors within 7 days after the date of the exercise of either the Put or Call Option. Each party must execute one part and do all things necessary to effect and exchange those counterparts within a further 7 days.
- (b) The Grantor is entitled to provide for insertion in the Contract fresh certificates or documents which may be obtained by the Grantor at the Grantor's expense in substitution for any of the prescribed documents, copies of which are attached to the Draft Contract annexed to this Deed.

7. **CALL OPTION FEE FORFEITURE**

If the Call Option is not exercised by the Grantee within the Call Option Period and the Put Option is not exercised within the Put Option Period, the Call Option Fee will be immediately forfeited to the Grantor.

**8. PUT OPTION FEE FORFEITURE**

If the Put Option is not exercised by the Grantor within the Put Option Period, the Put Option Fee will be immediately forfeited to the Grantee.

**9. GST**

9.1. Unless otherwise expressly stated, all monetary amounts specified in this Deed are exclusive of GST.

9.2. If GST is imposed on a Taxable Supply made by a party (*Supplier*) to the other party (*Recipient*) under or in connection with this Deed:

(a) the price of the Taxable Supply will be equal to the GST exclusive consideration that the Recipient must pay to the Supplier for the Taxable Supply under this Deed increased by an amount (*GST amount*) equal to the amount of GST payable by the Supplier on that Taxable Supply; and

(b) the GST amount is, subject to the Supplier issuing a Tax Invoice to the Recipient, payable at the same time and in the same manner as the consideration to which it relates.

9.3. If the Call Option is exercised under this Deed, and the Call Option Fee becomes part of the Deposit, the GST amount on the purchase price will be reduced by the GST amount paid by the Grantee in the Call Option Fee.

9.4. This clause does not merge on completion.

**10. COSTS AND DISBURSEMENTS**

10.1. Each party must pay its own legal costs and disbursements in relation to the negotiation, preparation and completion of this Deed and other documents referred to in it, unless expressly stated otherwise.

10.2. The Grantee must pay all duty (including all fines, interest and penalties except those arising from the default of another party) in respect of this Deed and any transactions contemplated under this Deed or otherwise arising out of, or incidental to, this Deed.

**11. TIME OF THE ESSENCE**

Time is of the essence for all matters required to be done under this Deed.

**12. NOMINATION**

The Grantor or the Grantee may, by notice given to the other under the provisions of this Deed at any time prior to the expiration of the Call Option Period, nominate another person who will exercise the Option in the place of either the Grantor or the Grantee. In that event, the Put or Call Option Notice (as the case may be) and the Contract will be amended by the parties to substitute the name of the Nominee in the place of the Grantor or the Grantee and this Deed and the Contract will operate as though the Nominee was at all times a party in place of the Grantor or the Grantee.

**13. PASSING OF INSURANCE RISK TO THE GRANTEE**

- 13.1. The risk in respect of damage to land will pass to the Grantee at the date of this Deed.
- 13.2. The Grantee cannot make a claim or requisition or rescind or terminate or delay completion in respect of any loss or damage to the property or to any improvements erected on the property arising from fire, storm, tempest or flood or by any diminution in the value of the property from any insurable cause whatsoever which may occur between the date of this Deed and the Completion date of the Contract.
- 13.3. The provisions of Division 7 of Part 4 of the *Conveyancing Act 1919 (NSW)* are specifically excluded.

**14. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975 (CTH)**

The Grantee warrants that the Commonwealth Treasurer cannot prohibit and has not prohibited the grant of the Call Option and Put Option, the Contract, the transfer of the Property pursuant to the Contract or any other transactions contemplated by this Deed or the Contract under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

**15. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 15.1. For the purposes of Section 14-225 (1) of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*, the Grantor declares that for the period of 6 months from and including the date of this Deed the Grantor is a resident of Australia for the purposes of the *Income Tax Assessment Act 1936 (Cth)*.
- 15.2. The Grantor warrants to the Grantee that the declaration in clause 15.1 is true. Further, the Grantor indemnifies the Grantee from and against any amount payable by the Grantee in connection with any breach of this warranty, including all costs, interest and penalties.

**16. CAVEAT**

The Grantee must not lodge a caveat for recording on the folio of the Register maintained by NSW Land Registry Services for the Property or any part of the Property.

**17. NOTICES**

- 17.1. A notice or other communication required or permitted to be given by one party to another must be in writing and is taken to have been given when (unless otherwise proved):
- (a) delivered personally, at the time it is delivered to the party;
  - (b) sent by pre-paid mail to the address of the addressee specified in the Details page:
    - (i) from Australia to an address within Australia, on the second Business Day after posting;

- (ii) from Australia to an address outside Australia or from outside Australia to an address within Australia, on the fifth Business Day (at the address to which it is mailed) after posting;
  - (c) sent by email to the email address of the addressee \*//39// or such other email address notified as being the email address to use for the purposes of this clause\*:
    - (i) where the email is sent during a Business Hour on a Business Day, upon the return of a receipt which confirms successful transmission of the email to the email address of the recipient or, where no return receipt is produced by the recipient's email system, by the end of the last Business Hour on the day the email was sent; or
    - (ii) where the email is sent after the end of the last Business Hour on a Business Day or on a non-Business Day, the email will be deemed to be received at the beginning of the first Business Hour on the next Business Day.
- 17.2. The address for service of each party is set out in the Details page. A party may change its address for service by giving notice of that change in writing to the other parties.

**18. WAIVER OR VARIATION**

- 18.1. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 18.2. The exercise of a power or right does not preclude:
- (a) its future exercise; or
  - (b) the exercise of any other power or right.
- 18.3. The variation or waiver of a provision of this Deed or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

**19. GOVERNING LAW AND JURISDICTION**

- 19.1. This Deed is governed by the laws of New South Wales.
- 19.2. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

**20. FURTHER ASSURANCE**

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Deed.

**21. COUNTERPARTS**

- 21.1. This Deed may be executed in any number of counterparts each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts

taken together constitute one document and the date of this Deed will be the date on which a counterpart is executed by the last party.

21.2. The exchange of executed counterparts by email or fax will create a binding deed.

22. **WHOLE AGREEMENT**

In relation to the subject matter of this Deed:

- (a) this Deed is the whole agreement between the parties; and
- (b) this Deed supersedes all oral and written communications by or on behalf of any of the parties.

23. **NO RELIANCE ON WARRANTIES AND REPRESENTATIONS**

In entering into this Deed, each party:

- (a) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Deed made by any person; and
- (b) has relied entirely on its own enquiries in relation to the subject matter of this Deed.

This clause does not apply to warranties and representations that this Deed expressly sets out.

24. **SEVERANCE**

If any part of this Deed is invalid or unenforceable, this Deed does not include it. The remainder of this Deed continues in full force.

25. **NO MERGER**

Nothing in this Deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

26. **CONSENTS AND APPROVALS**

Where this Deed gives any party a right or power to consent or approve in relation to a matter under this Deed, that party may withhold any consent or approval or give consent or approval conditionally or unconditionally. The party seeking consent or approval must comply with any conditions the other party imposes on its consent or approval.

**SIGNING PAGE**

**EXECUTED AS A DEED.**

**SIGNED SEALED & DELIVERED** by

in the presence of:

.....  
Signature of Witness

.....  
Signature\*

.....  
Name of Witness

**EXECUTED** for and on behalf of

ABN  
in accordance with Section 127(1) of the  
*Corporations Act 2001*:

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Name of Director

.....  
Name of Director/Secretary\*

**SIGNED** for and on behalf of **PARKES SHIRE COUNCIL** (ABN 96 299 629 630) by its duly authorised Attorneys of the Power of Attorney

Book:.....

No.: .....

Dated: .....

who warrant that the Power of Attorney has not been revoked:

.....  
Signature of Witness

.....  
Name of Witness

.....  
Signature of Witness

.....  
Name of Witness

.....  
Signature of Attorney

.....  
Name of Attorney

.....  
Signature of Attorney

.....  
Name of Attorney\*



**ANNEXURE A**

**Call Option Notice**

To:

We refer to the Deed of put and call option dated  
between you and

(Deed)

Pursuant to clause 2.2 of the Deed, (Name)  
exercises the Option.

Dated:

**SIGNED** by  
in the presence of:

.....  
Signature of Witness

.....  
Signature\*

.....  
Name of Witness

**EXECUTED** for and on behalf of

ABN  
in accordance with Section 127(1) of the  
*Corporations Act 2001*:

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Name of Director

.....  
Name of Director/Secretary\*

**ANNEXURE B**

**Put Option Notice**

To:

We refer to the Deed of put and call option dated  
between you and

(Deed)

Pursuant to clause 3.2 of the Deed, (Name)  
exercises the Option.

Dated:

**SIGNED** by  
in the presence of:

.....  
Signature of Witness

.....  
Signature\*

.....  
Name of Witness

**EXECUTED** for and on behalf of

ABN  
in accordance with Section 127(1) of the  
*Corporations Act 2001*:

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Name of Director

.....  
Name of Director/Secretary\*

**ANNEXURE C**

**Contract**

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 104658454	NSW DAN:
vendor's agent	Ray White Real Estate 228 Clarinda Street, Parkes		Phone: 02 6862 1900 Fax: Ref:
co-agent			
vendor	PARKES SHIRE COUNCIL 2 Cecile Street Parkes NSW 2870		
vendor's solicitor	RMB Matthews Williams Lawyers 5 Court Street Parkes NSW 2870		Phone: 02 6862 1766 Fax: Ref: MO:PARK005-5
date for completion	42 days after the contract date	(clause 15)	Email: carlap@rmbmw.com.au
land	Lot 7 Hanlon Street Parkes NSW 2870		
(Address, plan details and title reference)	LOT 7 IN PROPOSED SUBDIVISION OF LOT 5 IN DEPOSITED PLAN 1276025 PART 5/1276025		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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

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

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

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

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

land tax is adjustable  NO  yes

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

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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



## WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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



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

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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



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

**24 Tenancies**

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

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

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

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



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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

## ADDITIONAL PROVISIONS

### 33 ADDITIONAL PROVISIONS PREVAIL

These additional provisions prevail over the printed standard clauses 1 to 32.

### 34 REQUISITIONS

- 34.1 For the purposes of clause 5.1, the purchaser will only make requisitions or general questions about the property or the title in the form of the Law Society of New South Wales Requisitions on Title attached to this contract and is taken to have made those requisitions on the contract date.
- 34.2 Clause 34.1 does not limit the purchaser's right to make a requisition under clause 5.2.

### 35 A PARTY AFFECTED BY COVID-19

- 35.1 If, prior to completion, a party to this Contract:
- 35.1.1 contracts the Covid-19 virus;
  - 35.1.2 is placed in isolation in the property;
  - 35.1.3 is directed to self-isolate in the property; or
  - 35.1.4 needs to care for an immediate member of their household or family in the property,
- then the parties agree that the succeeding provisions will apply.
- 35.2 The other party cannot issue a notice to complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- 35.3 The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- 35.4 Completion shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- 35.5 If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24-hour's prior to completion.
- 35.6 It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air-conditioning filters and using disinfectant products to clean doorhandles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.



## **36 NOTICE TO COMPLETE**

- 36.1 A notice to complete which calls for completion not less than fourteen (14) days after the date of service of the notice is reasonable as to time for compliance with the notice, both at law and in equity.
- 36.2 A notice to complete can make time essential.

## **37 LIQUIDATED DAMAGES**

If as a result of the default of the purchaser completion of this contract does not take place by the completion date then:

- 37.1 Without prejudice and in addition to any other remedies available to the vendor the purchaser will pay liquidated damages to the vendor on completion.
- 37.2 The liquidated damages must be a sum equivalent to interest on the balance of the purchase price calculated at the rate of 10% per annum from and including the completion date up to and including the actual day of completion, and a further sum of \$330.00 (plus GST) for the vendor's additional legal costs associated with the purchaser's failure to complete on time.
- 37.3 The liquidated damages payable under 37.2 are agreed by the parties to be a genuine pre-estimate of the vendor's actual damages.

## **38 SERVICE BY EMAIL**

For the purposes of clause 20.6.5 a document under or relating to this contract sent by email or fax to a party's solicitor is taken to be received at the date and at the time noted on the transmitted email.

## **39 VENDOR'S AGENT**

- 39.1 The purchaser promises that the purchaser was not introduced to the vendor or to the property by any agent other than the vendor's agent named in this contract and that no other agent was the cause of the purchaser entering into this contract.
- 39.2 The purchaser must indemnify the vendor against any claim (including the vendor's costs of resisting the claim) by any other agent alleging an introduction or that he was the cause of the purchaser entering into this contract.
- 39.3 Rights under this clause continue after completion, whether or not other rights continue.

## **40 RESCISSION FOR INSOLVENCY, DEATH OR INCAPACITY**

Without any manner negating, limiting or restricting any rights or remedies which would have been available to any person if this clause had not been included, should either party and if a party consists of more than one person any of them prior to completion:

- 40.1 die, or
- 40.2 become a mentally ill person as defined in the Mental Health Act 2007 or lose contractual capacity, or



- 40.3 have their assets brought under the provisions of the Protected Estates Act or other relevant legislation in force at the time of exchange, or
- 40.4 being a Vendor or one of the Vendors becomes bankrupt, or
- 40.5 being a corporation, commence proceedings for liquidation winding up or administration or become liquidated or wound up

then either party (except in the cause of 40.4 then the Purchaser only) may rescind this agreement by serving a notice in writing signed by the Solicitor named herein as the Solicitor for that party and thereupon this agreement shall be at an end and the provisions of clause 19 hereof shall apply.

#### **41 COOLING-OFF PERIOD EXTENSION**

- 41.1 When the Purchaser requests the Vendor to extend any cooling-off period, it is an essential term that on completion of this contract the Purchaser shall pay the sum of \$220.00 inclusive of GST for each extension requested, to reimburse the Vendor for the additional legal costs incurred by the Vendor in connection with the request for the extension of the cooling-off period whether or not the Vendor agrees with the request.
- 41.2 Where the Purchaser rescinds this contract pursuant to the cooling-off period legislation, a certified copy of this special condition submitted to the deposit holder shall be sufficient authority for the deposit holder to release this amount from any deposit held by the deposit holder.

#### **42 WHOLE AGREEMENT**

In entering into this contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract.

#### **43 REAL ESTATE AGENTS**

The purchaser promises that the purchaser was not introduced to the *property* or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchaser indemnifies the vendor against any claim for commission by any real estate agent or other person (other than the vendor's agent or co-agent, if any, specified in this contract) arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

#### **44 NOTICE TO COMPLETE**

##### **44.1 Issue of notice to complete**

If a party is entitled to serve a notice to complete, then the party may:

- (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
- (2) specify a time of day between 11am and 4pm as the time for completion.

#### 44.2 Reasonable period

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

#### 44.3 Preservation of rights

The parties agree that the party serving a notice to complete can:

- (1) withdraw the notice; and
- (2) issue further notices to complete.

### 45 CONDITION OF PROPERTY

45.1 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 contract and cannot take any restricted action in respect of:

- (1) the condition, state of repair, dilapidation or infestation (if any) of the property;
- (2) any latent or patent defect in the property;
- (3) any environmental hazard or contamination;
- (4) the nature, location, availability or non-availability of any water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) or defects in the *Services*;
- (5) whether or not the property is subject to or has the benefit of any rights or easements in respect of the *Services*;
- (6) any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- (7) any rainwater downpipe being connected to the sewer;
- (8) any failure to comply with the *Swimming Pools Act 1992 (NSW)*; or
- (9) whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

### 46 PURCHASER'S WARRANTIES

The purchaser represents and warrants that:

- (1) the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);
- (2) the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- (3) 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.

## 47. CAPACITY OR DEATH OF A PARTY

47.1 Subject to clause 47.3, 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 clause not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:

- (1) dies or becomes mentally ill, then the other *party* may *rescind* this contract by written notice to the first *party's* *solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- (2) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.

47.2 The purchaser promises that the purchaser has the legal capacity to enter into this contract.

47.3 Clause 47.1 will not apply if:

- (1) the vendor is comprised of more than one person being joint tenants of the property and one of the joint tenants dies prior to completion; and
- (2) the surviving joint tenant registers a Notice of Death at Land and Property Information to become the proprietor of the interest of the deceased joint tenant allowing settlement to proceed within 30 days of the date of death of that deceased joint tenant.

## 48. LATE COMPLETION

### 48.1 Payment of interest

If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily:

- (1) at the rate of 8% per annum; and
- (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.

### 48.2 Delay by vendor

Clause 48.1 does not apply in respect of any period during which completion has been delayed due to the fault of the vendor.

## 49. ESSENTIAL TERM

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 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.

**50. FINANCE**

The Purchasers warrant to the Vendors that they either:

- (a) hold a current loan approval in an amount and upon terms satisfactory to them and sufficient to enable completion of this Contract within the time stipulated and upon the terms and conditions set out herein. The Purchasers further acknowledge that the Vendor relies upon this warranty in entering into this Contract; or
- (b) do not require finance to complete this purchase.

**51. POLLUTION, ETC**

- (c) The Vendors warrants that he is not aware that the lands or any part thereof contains any substance at the concentration above that naturally present in or under the land that poses, or is likely to pose, an immediate or long term risk to human health or the environment and the Purchaser shall not be entitled to make any claim for compensation against the Vendors in relation to any such matter.
- (d) Should it be discovered prior to the completion that the land or any part thereof does contain any such substance at a concentration above that naturally present in or under the land that poses or is likely to pose an immediate or long term risk to human health or the environment, then the Vendors may rescind this Contract and the provisions of printed Clause 19 shall apply.

**52. GST**

52.1 "GST" "taxable supply" and "residential accommodation" each have the same meaning as in *GST Act*.

52.2 The purchaser:

52.1.1 promises the vendor that the property will not be used; and

52.1.2 represents to the vendor that the property will not be used in a way which could make this sale a taxable supply.

53.3 A breach of warranty by the purchaser entitles the vendor to recover from the purchaser any GST payable by the vendor arising from the breach.

54.3 Rights under this clause do not merge on completion.

**53. AUTHORITY**

Each party hereof authorises his, her or their solicitor or any employee of that solicitor up until the completion of this Contract to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

#### **54. ADJUSTMENTS OF OUTGOINGS**

If there is any error in the adjustment of outgoings required to be made on completion then:

- (a) Either party may, within forty (40) business days of completion, serve on the other party a notice setting out the correct calculation of the adjustment and the amount required to rectify the error; and
- (b) The other party must pay any amount required to be paid to rectify the error within forty (40) business days of being requested to do so by the other party.

#### **55. NON-MERGER**

Any term of this Contract which may operate after Completion does not merge on Completion.

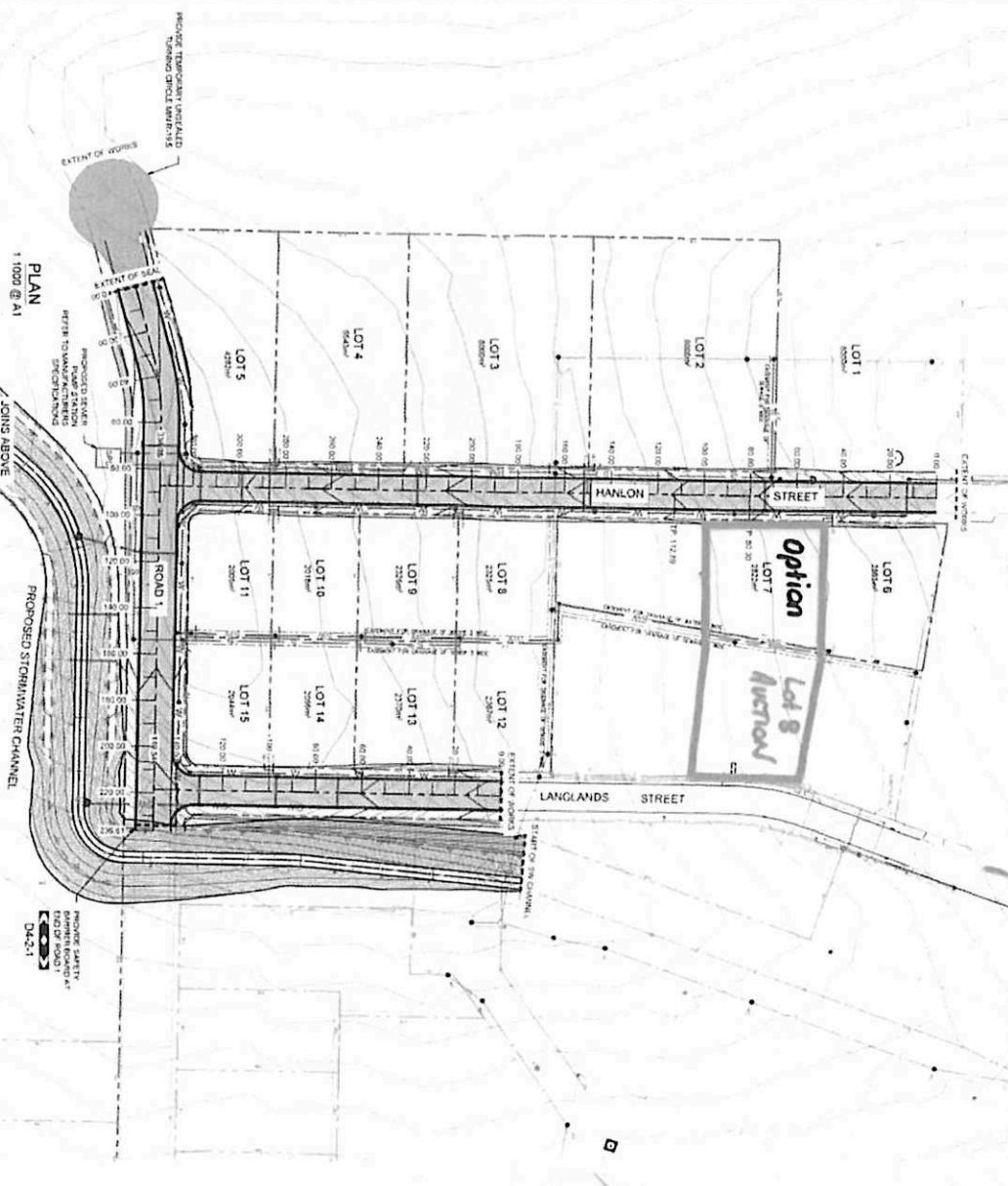
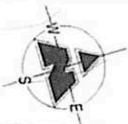
#### **56. SUBDIVISION**

- (a) Completion of this Contract is subject to and conditional upon the Vendor registering a Plan of Subdivision as per the Plan annexed hereto and the Vendor shall use all reasonable endeavours to procure registration of the Plan.
- (b) Despite any other term of this Contract, all measurements, lot numbers and locations to be shown in the Plan when registered are provisional and are subject to numbering of Lots, the unit entitlement of Lots, the dimensions of lots and/or common property and the positions of Lots being as shown on the Plan as registered at the Land Titles Office.
- (c) The Vendor reserves the right to make such alterations to the Plan as may be reasonably necessary or in the Vendor's opinion, reasonably expedient in order to obtain approval of the Plan by the Council and registration of the Plan (as varied) as a deposited plan at the Land Titles Office.
- (d) The Purchaser shall not be entitled to raise or make any objection, requisition or claim for compensation, delay completion or rescind this Contract on account of any minor alteration to the measurements or lot numbers in relation to the property from those shown on the Plan annexed and those on the Plan as registered and for the purposes of this Clause, any alteration or discrepancy in the measurement or area of the property not exceeding five (5%) percent will be deemed minor.
- (e) The Purchaser will be deemed to have waived any right to raise or make any objection, requisition or claim for compensation if that objection, requisition or claim is not delivered in writing to the Vendor's Solicitors within seven (7) days after the Purchaser or the Purchaser's Solicitor is notified in writing of the alteration or is provided with a copy of the Plan as lodged for registration, whichever the earlier.

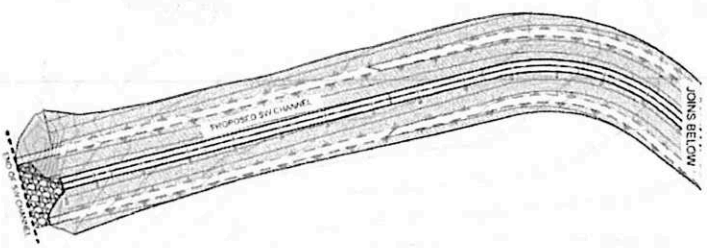
- (f) If any further easements, covenants or restrictions on user are created over the subject property, other than as stated in the draft Section 88B Instrument attached to the Contract, that adversely affect the subject property, then the Purchaser can rescind the Contract by serving written notice to the Vendor or to the Vendor's Solicitor within fourteen (14) days after the Purchaser or the Purchaser's Conveyancer is notified in writing of such additional easements, covenants or restrictions on user, and the provisions of Clause 19 shall apply.
- 57.** Completion shall take place the later of either forty-two (42) days after the Contract date or twenty-one (21) days of the Vendor's Solicitor notifying the Purchaser's Conveyancer in writing of the registration of the Plan of Subdivision.
- 58.** (a) For the purposes of adjustment of rates, as referred to in Clause 14, should separate assessments of Council and/or water rates not have been made at the completion date, these will be adjusted on the basis that the amounts set out have been paid by the Vendor respectively for each rating period during the term of this Agreement:
- Council and Water rates - \$1,000.00 per year;
- (b) The Vendor undertakes to pay all such Council and water rates without delay after the issue of any assessment for such rates. The benefit conferred upon the Purchaser and the obligation imposed upon the Vendor by this Clause shall subsist notwithstanding completion of this agreement and shall not merge upon completion of this agreement. The Purchaser will make no objection or claim for compensation not delay completion in connection with the issue of payment of any such assessment of rates.
- 59.** (a) Once the Plan of Subdivision is registered the Purchaser(s) undertake to the Vendor that he, she or they will become familiar with the location of sewers and drains so as to ensure that the sewers and drains are connected correctly by the Purchaser(s) or their servants or contractors and are not damaged.
- (b) The Purchasers shall indemnify the Vendor against such damage to the sewers or drains and this Clause shall not merge upon completion.



"B"



To Safetyards Rd



PLAN 1:1000 @ A1



1	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION
2	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION
3	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION
4	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION
5	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION
6	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION
7	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION
8	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION
9	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION
10	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION
11	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION
12	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION
13	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION
14	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION
15	DATE	1/10/2021	DESCRIPTION	ISSUED FOR CONSTRUCTION

LIESCHKE CIVIL

PARKS INDUSTRIAL ESTATE - STAGE 2  
HANLON & LANGLANDS ST PARKS NSW  
OVERALL LAYOUT

FOR CONSTRUCTION



FOLIO: 5/1276025

SEARCH DATE	TIME	EDITION NO	DATE
1/9/2022	9:41 AM	1	29/7/2021

LAND

LOT 5 IN DEPOSITED PLAN 1276025  
AT PARKES  
LOCAL GOVERNMENT AREA PARKES  
PARISH OF PARKES COUNTY OF ASHBURNHAM  
TITLE DIAGRAM DP1276025

FIRST SCHEDULE

PARKES SHIRE COUNCIL

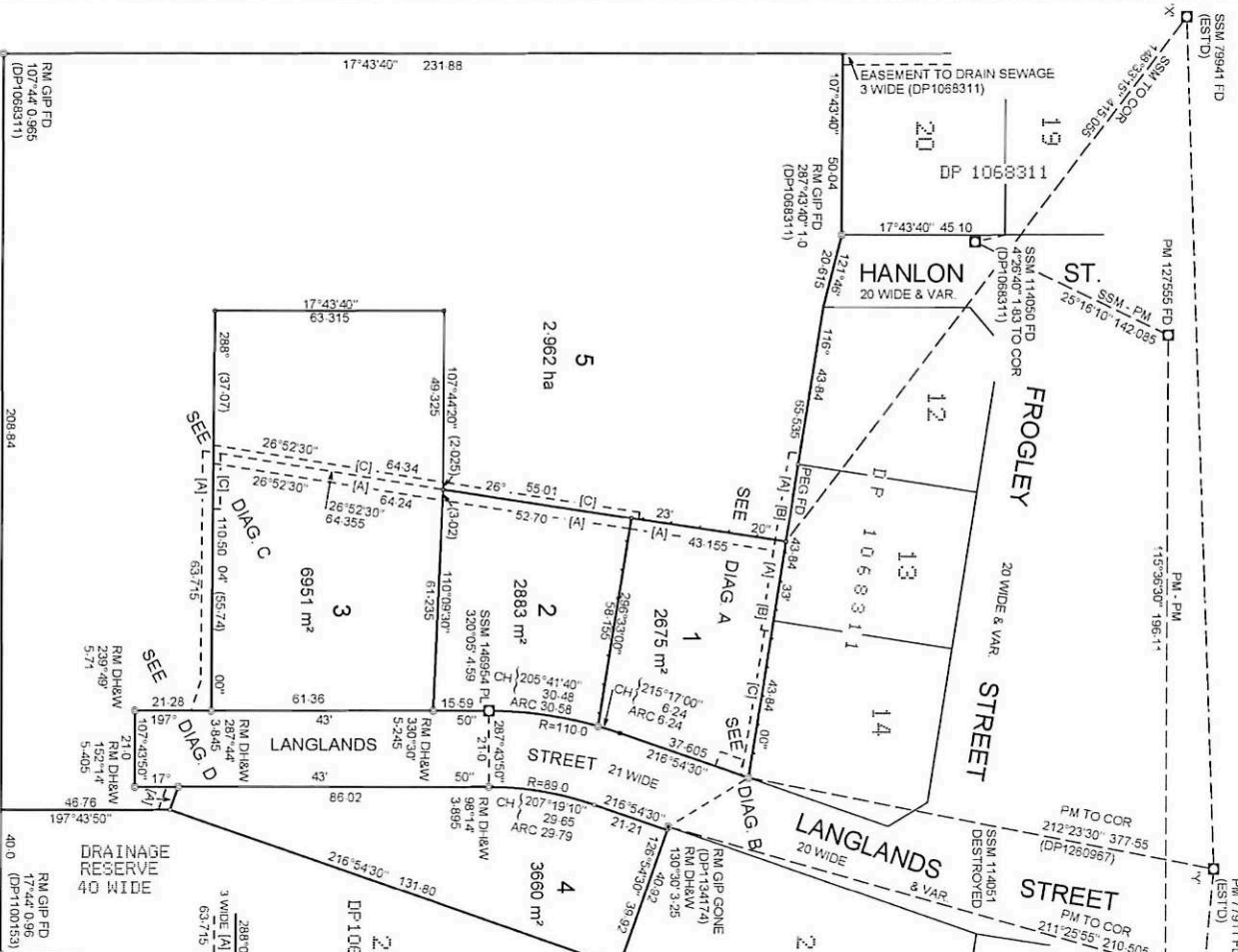
SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 T447500 LAND EXCLUDES MINERALS
- 2 DP1276025 EASEMENT FOR DRAINAGE OF SEWAGE 3 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1276025 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1276025 EASEMENT FOR DRAINAGE OF WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



### COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	PU	METHOD	STATE
SSM 79941	607971.288	6353113.484	A	0.02	SCIMS FOUND	FOUND
SSM 79941	608444.953	6352748.692	B	U	SCIMS FOUND	FOUND
SSM 77911	608444.953	6352748.692	B	U	SCIMS FOUND	FOUND
SSM 77529	608444.953	6352748.692	B	U	SCIMS FOUND	FOUND
SSM 77529	608444.953	6352748.692	B	U	SCIMS FOUND	FOUND
SSM 146954	608392.666	63531094.442	U	U	EDM TRAV	FOUND
SSM 146954	608392.666	63531094.442	U	U	EDM TRAV	FOUND
SSM 146954	608392.666	63531094.442	U	U	EDM TRAV	FOUND
SSM 146954	608392.666	63531094.442	U	U	EDM TRAV	FOUND

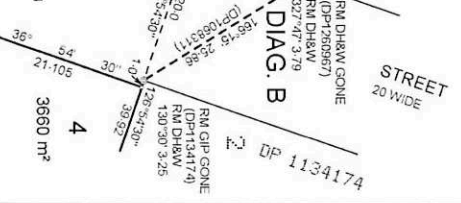
DATE OF SCIMS COORDINATES: 28 JUL 2020  
MGA ZONE: 55  
COMBINED SCALE FACTOR: 0.9999690  
MGA DATUM: GDA2020

### HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	PU	SCIMS ADOPTED	STATE
SSM 79941	317.642	B	0.03	SCIMS ADOPTED	FOUND
SSM 77911	323.982	B	U	SCIMS ADOPTED	FOUND
PM 77529	327.179	LC	U	SCIMS ADOPTED	FOUND
SSM 146954	319.211	LD	N/A	SCIMS ADOPTED	PLACED

### HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFF. METHOD
SSM 79941	PM 77911	+6.340 STATIC GNSS
SSM 77911	PM 77529	+1.319 STATIC GNSS
SSM 146954	SSM 79941	-0.669 STATIC GNSS
SSM 146954	SSM 79941	-0.659 STATIC GNSS



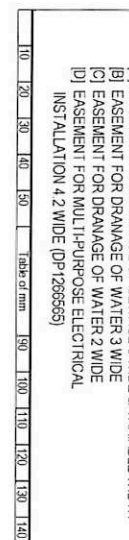
[A] EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH  
[B] EASEMENT FOR DRAINAGE OF WATER 3 WIDE  
[C] EASEMENT FOR DRAINAGE OF WATER 2 WIDE  
[D] EASEMENT FOR WULI PURPOSE ELECTRICAL  
INSTALLATION 4.2 WIDE (DP1286565)

PLAN OF SUBDIVISION OF LOT 15  
DP1100153

LGA PARKES  
Locality PARKES  
Subdivision No SC2021/0009  
Lengths are in metres. Reduction Ratio: 1:1000



Registered  
29.7.2021  
DP1276025



PLAN FORM 6 (2019)

WARNING: Creasing or folding will lead to rejection


ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p>Registered:  29.7.2021 <span style="float: right;">Office Use Only</span></p> <p>Title System: TORRENS</p>	<p style="font-size: 24pt; font-weight: bold;">DP1276025</p> <p style="text-align: right;">Office Use Only</p>
<p><b>PLAN OF SUBDIVISION OF LOT 15 DP1100153</b></p>	<p>LGA: PARKES Locality: PARKES Parish: PARKES County: ASHBURNHAM</p>
<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, Angus Arndell ..... of 48 Reid Street, Parkes NSW 2870 ..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on ....., or</i></p> <p><i>*(b) The part of the land shown in the plan being Lots 1 – 4, except Lot 5 was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on 2 December 2020, the part not surveyed was compiled in accordance with that Regulation.</i></p> <p><del><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</i></del></p> <p>Datum Line: 'X' – 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>Signature:  Dated: 2 Dec 2020</p> <p>Surveyor Identification No: 4 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><i>*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.</i></p>	<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></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: ..... Date: ..... File Number: ..... Office: —</p>
<p>Plans used in the preparation of survey/compilation. DP1068311 DP1100153 DP1134174 DP1266565 <del>DP1266565</del> DP 1260967</p>	<p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I, <u>Kent Boyd</u> ..... <del>*Authorised Person</del>/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  ..... Accreditation number: <u>NA</u> ..... Consent Authority: <u>Parkes Shire Council</u> ..... Date of endorsement: <u>30 June 2021</u> ..... Subdivision Certificate number: <u>SC2021/0009</u> ..... File number: <u>DA2017/0132</u> .....</p> <p><i>*Strike through if inapplicable.</i></p>
<p>Surveyor's Reference: 11597</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>It is intended to dedicate the road extension of Langlands Street shown 21 wide to the public as public road.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

Registered:  29.7.2021 Office Use Only

Office Use Only  
**DP1276025**

**PLAN OF SUBDIVISION OF LOT 15  
DP1100153**

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

Subdivision Certificate number: SC2021/0009  
Date of Endorsement: 30 June 2021

Lot	Street number	Street name	Street type	Locality
1	2	Langlands	Street	Parkes
2	4	Langlands	Street	Parkes
3	6	Langlands	Street	Parkes
4	9	Langlands	Street	Parkes
5	NA	Hanlon	Street	Parkes

Pursuant to Sec.88B Conveyancing Act 1919, it is intended to create:

1. Easement for drainage of sewage 3 wide and variable width [A]
2. Easement for drainage of water 3 wide [B]
3. Easement for drainage of water 2 wide [C]

Parkes Shire Council by its authorized delegate pursuant to Sec.377 Local Government Act 1993

Kent Boyd  
Name of delegate

Mareeann  
Signature of witness

[Signature]  
Signature of delegate

Marie Ann May Lene Wyatt  
Name of witness

61 Bogam St  
Parkes NSW 2870  
Address of witness

if space is insufficient use additional annexure sheet

Surveyor's Reference: 11597

ePlan

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

(Sheet 1 of 1 sheets)

Plan: **DP1276025**

Plan of subdivision of Lot 15  
DP1100153 covered by Subdivision  
Certificate No. ~~S.C.2021/0009~~

**Full name and address  
of the owner of the land:**

Parkes Shire Council  
2 Cecile Street, Parkes NSW 2870

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for drainage of sewage 3 wide and variable width [A]	1, 2, 3, 5	Parkes Shire Council
2	Easement for drainage of water 3 wide [B]	1, 5	Parkes Shire Council
3	Easement for drainage of water 2 wide [C]	1, 3, 5	Parkes Shire Council

**PARKES SHIRE COUNCIL** by its authorised delegate pursuant to S.377 Local Government Act 1993

I certify that I am an eligible witness  
and that the person signing opposite  
signed this dealing in my presence:  
[see note\* below]

*Mamoon*  
.....  
Signature of witness

*Kent Boyd*  
.....  
Signature of authorised delegate

*Marie Ann May Lene Wyatt*  
.....  
Full name of witness

*Kent Boyd*  
.....  
Name of authorised delegate

*61 Bogon St Parkes NSW 2870*  
.....  
Address of witness

*General Manager*  
.....  
Authority of delegate

Signing on behalf of  
Parkes Shire Council

REGISTERED:



29.7.2021





FEB 1983 09 34

T447500




MEMORANDUM

BM

Q	1 of 1	-
NO FEE		


THIS MEMORANDUM DESCRIBES THE NATURE OF THE MINERALS WHICH ARE EXPRESSED TO BE EXCLUDED FROM THOSE FOLIOS OF THE REGISTER AS REFER TO THIS MEMORANDUM.

*[Signature]*  
REGISTRAR GENERAL.



DESCRIPTION OF MINERALS

The minerals which are excepted from a resumption of Crown land pursuant to the provisions of the Local Government Act, 1919 on or after 30th October, 1967.

<p>LODGED BY: REGISTRAR GENERAL'S OFFICE SYDNEY, DELIVERY BOX No: 10 V</p>	<p>Filed in the Office of the REGISTRAR GENERAL on 28/2/83</p> <p><i>[Signature]</i> Registrar General</p> 
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## PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Information provided pursuant to Section 10.7(2) of the Act

### Applicant Details:

Matthews Williams Solicitors - Parkes  
PO Box 74  
PARKES NSW 2870

### Your Reference:

MO:CMA:PARK005-5

### Certificate No:

PC2022/0420

### Date:

15 September 2022

### Property Number:

1882450

### Subject Land:

Lot 5 DP 1276025

### Property Address:

Hanlon Street, Parkes

### Owners:

Parkes Shire Council

### Location Map:

As shown on the map below and edged in red



**Note** This drawing is provided by Parkes Shire Council to its clients and correspondents for their information on an as is basis. It represents a depiction of the land details as currently held and should not be relied upon as a definitive or complete statement of the title details.





<p><b>1. Names of relevant planning instruments and DCPs</b></p> <p>(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.</p>	<p>Parkes Local Environmental Plan 2012</p> <p>State Environmental Planning Policies:</p> <ul style="list-style-type: none"> <li>• State Environmental Planning Policy (Biodiversity and Conservation) 2021.</li> <li>• State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.</li> <li>• State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</li> <li>• State Environmental Planning Policy (Housing) 2021.</li> <li>• State Environmental Planning Policy (Industry and Employment) 2021.</li> <li>• State Environmental Planning Policy 65 - Design Quality of Residential Flat Development.</li> <li>• State Environmental Planning Policy (Planning Systems) 2021.</li> <li>• State Environmental Planning Policy (Precincts - Regional) 2021.</li> <li>• State Environmental Planning Policy (Primary Production) 2021.</li> <li>• State Environmental Planning Policy (Resilience and Hazards) 2021.</li> <li>• State Environmental Planning Police (Resources and Energy) 2021.</li> <li>• State Environmental Planning Policy (Transport and Infrastructure) 2021.</li> </ul> <p>Parkes Shire Development Control Plan 2021</p>
<p>(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.</p>	<p>Nil.</p>
<p>(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—</p> <p>(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or</p> <p>(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.</p>	<p>Not Applicable.</p>
<p><b>2. Zoning and land use under relevant planning instruments</b></p> <p>For each environmental planning instrument or draft environmental planning instrument that includes the land in any zone, however described:</p>	<p>IN1 General Industrial</p>





<p>(a) the identity of the zone, whether by reference to a name (such as “Residential Zone” or “Heritage Area”) or by reference to a number (such as “Zone No 2(a)”)</p>	
<p>(b) the purposes for which development in the zone</p> <p>(i) may be carried out without development consent,</p> <p>(ii) may not be carried out except with development consent,</p> <p>(iii) is prohibited,</p>	Refer to Schedule A
<p>(c) whether additional permitted uses apply to the land,</p>	No.
<p>(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,</p>	Residential accommodation is prohibited in the IN1 General Industrial zone.
<p>(e) whether the land is in an area outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i>,</p>	Not to Council's knowledge, however, persons with an interest in the land may examine the 'Register of Critical Habitat' which is kept by the Director-General of National Parks and Wildlife Service.
<p>(f) whether the land is in a conservation area, however described,</p>	No.
<p>(g) whether an item of environmental heritage, however described, is located on the land.</p>	No.
<p><b>3. Contributions Plans</b></p> <p>(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans,</p>	Parkes Shire Section 94 Contributions Plan 2016. Parkes Shire Section 94A Contributions Plan 2016.
<p>(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area,</p>	No.
<p><b>4. Complying Development</b></p> <p>(1) If the land is land on which complying development may be carried out under each of the complying development codes under of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19.</p> <p>(2) If complying development may not be carried out on that land because of 1 of those clauses the reasons why it may not be carried out under the clause.</p>	<p><b>Housing Code</b> Complying Development under the Housing Code may not be carried out on the land.</p> <p><b>Rural Housing Code</b> Complying Development under the Rural Housing Code may not be carried out on the land.</p> <p><b>Low Rise Medium Density Housing Code</b> Complying Development under the Low Rise Medium Density Housing Code may not be carried out on the land.</p> <p><b>Greenfield Housing Code</b> Complying Development under the Greenfield Housing Code may not be carried out on the land.</p>





- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that
- (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Inland Code**

Complying Development under the Inland Code may not be carried out on the land.

#### **Housing Alterations Code**

Complying Development under the Housing Alterations Code may be carried out on the land.

#### **General Development Code**

Complying Development under the General Development Code may be carried out on the land.

#### **Commercial and Industrial Alterations Code**

Complying Development under the Commercial and Industrial Alterations Code may be carried out on the land.

#### **Commercial and Industrial (New Buildings and Additions) Code**

Complying Development under the Commercial and Industrial Code (New Buildings and Additions) may be carried out on the land.

#### **Container Recycling Facilities Code**

Complying Development under the Container Recycling Facilities Code may be carried out on the land.

#### **Subdivisions Code**

Complying Development under the Subdivision Code may be carried out on the land.

#### **Demolition Code**

Complying Development under the Demolition Housing Code may be carried out on the land.

#### **Fire Safety Code**

Complying Development under the Fire Safety Code may be carried out on the land.

### **5. Exempt Development**

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

No.







<p>(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.</p>	
<p><b>6. Affected building notices and building product rectification orders</b></p> <p>(1) Whether the council is aware that-</p> <p>(a) an affected building notice is in force in relation to the land, or</p> <p>(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or.</p> <p>(c) a notice of intention to make a building product rectification order given in respect of the land is outstanding.</p>	No.
<p><b>7. Land reserved for acquisition</b></p> <p>Whether an environmental planning instrument or proposed environmental planning instrument, referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.</p>	No.
<p><b>8. Road widening and road realignment</b></p> <p>Whether or not the land is affected by any road widening or road realignment under:</p> <p>(a) The <u>Roads Act 1993</u>, Part 3, Division 2, or</p> <p>(b) an environmental planning instrument, or</p> <p>(c) a resolution of the council.</p>	No.
<p><b>9. Flood related development controls information</b></p> <p>(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.</p> <p>(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.</p>	No.
<p><b>10. Council and other public authority policies on hazard risk restrictions</b></p> <p>(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.</p>	Part of the subject land is identified on the Parkes Local Environmental Plan 2012 Terrestrial Biodiversity Maps and therefore Clause 6.2 Terrestrial Biodiversity of the Parkes Local Environmental Plan 2012 must be considered before determining a development application for development on the land.
<p><b>11. Bush fire prone land</b></p> <p>(1) If any of the land is bush fire prone land, designated by the commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.</p>	No.





<p>(2) If none of the land is bush fire prone land, a statement to that effect.</p>	
<p><b>12. Loose-fill asbestos insulation</b></p> <p>If the land includes residential premises, within the meaning of the <i>Home Building Act 1989</i>, Part 8, Division 1A, that are listed on the register kept under that Division, a statement to that effect.</p>	No.
<p><b>13. Mine subsidence</b></p> <p>Whether the land is proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>	The land is not proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i> .
<p><b>14. Paper Subdivision Information</b></p> <p>(1) The name of any development plan adopted by a relevant authority that</p> <p>(a) applies to the land, or</p> <p>(b) that is proposed to be subject to a consent ballot.</p> <p>(2) The date of any subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this section have the same meaning as they have in the Regulation, Part 10 and the Act, Schedule 7.</p>	Not Applicable
<p><b>15. Property vegetation plans</b></p> <p>If the land is land in which a property vegetation plan is approved and in force under the <i>Native Vegetation Act 2003</i>, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p>	No.
<p><b>16. Biodiversity stewardship sites</b></p> <p>If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.</p> <p>Note: Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A, that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.</p>	No.
<p><b>17. Biodiversity certified land</b></p> <p>If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.</p>	No.





<p>Note: Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.</p>	
<p><b>18. Orders under Trees (Disputes Between Neighbours) Act 2006</b></p> <p>Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land, but only if the council has been notified of the order.</p>	No.
<p><b>19. Annual charges under <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works</b></p> <p>If the <i>Coastal Management Act 2016</i> applies to the council, whether the owner, or a previous owner, of the land given written consent to the land being subject to annual charges under the <i>Local Government Act 1993</i>, section 496B, for coastal protection services that relate to existing coastal protection works.</p> <p><b>Note.</b> Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.</p>	Not Applicable.
<p><b>20. Western Sydney Aerotropolis</b></p> <p>Whether under <i>State Environmental Planning Policy (Precincts—Western Parkland City) 2021</i>, Chapter 4 the land is—</p> <ol style="list-style-type: none"> <li>in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or</li> <li>shown on the Lighting Intensity and Wind Shear Map, or</li> <li>shown on the Obstacle Limitation Surface Map, or</li> <li>in the “public safety area” on the Public Safety Area Map, or</li> <li>in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.</li> </ol>	Not Applicable.
<p><b>21. Development consent conditions for seniors housing</b></p> <p>If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).</p>	No.





<p><b>22. Site compatibility certificates and conditions for affordable rental housing</b></p> <p>(1) Whether there is a current site compatibility certificate under <i>State Environmental Planning Policy (Housing) 2021</i>, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate:</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) that a copy may be obtained from the head office of the Department.</p> <p>(2) If <i>State Environmental Planning Policy (Housing) 2021</i>, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 0(1).</p> <p>(3) Any conditions of a development consent in relation the land that are of a kind referred to in <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i>, clause 17(1) or 38(1).</p>	<p>Council is not aware of any valid site compatibility certificate (affordable rental housing) in respect of the subject land.</p>
<p><b>Note.</b> The following matters are prescribed by section 59 (2) of the <i>Contaminated Land Management Act 1997</i> as additional matters to be specified in a planning certificate:</p> <p>(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,</p> <p>(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,</p> <p>(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,</p> <p>(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,</p> <p>(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.</p>	<p>Nil.</p>





**Disclaimer**

***This certificate contains information provided to Parkes Shire Council by other authorities and is as current as the latest information available to Council at the time of production of this document. The information is provided in good faith and the Council shall not incur any liability in respect of any such advice. It is strongly recommended that you contact the relevant authorities to confirm the accuracy of the information***

Brent Tucker  
**DEVELOPMENT PLANNER**





## **SCHEDULE A**

### **Zone IN1 General Industrial**

#### **1 Objectives of Zone**

The objectives of this zone are:

- To provide a wide range of industrial and warehouse land uses.
- To encourage employment opportunities.
- To minimise any adverse effect of industry on other land uses.
- To support and protect industrial land for industrial uses.
- To create high quality working and business environments.
- To locate industrial land that reinforces links between the Parkes Hub, the Parkes Industrial Estate and other key infrastructure.
- To encourage industrial development that responds to site characteristics, considers visual impacts of built form and does not conflict with adjoining land uses.
- To facilitate industrial development that supports regional economic influences.
- To support existing industry sectors in Parkes that are key economic drivers.
- To provide for industrial uses in close proximity to transport infrastructure.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.
- To accommodate larger industries or those that could potentially create a nuisance in locations separated from residential areas but accessible to the workforce.
- To enable development that is associated with, ancillary to, or supportive of, industry or industrial employees.
- To encourage a range of uses that provide specialist goods and services to the region's farmers and agricultural enterprises.

#### **2 Permitted without consent**

Environmental protection works.

#### **3 Permitted with consent**

Bulky goods premises; Depots; Freight transport facilities; Funeral homes; Garden centres; General industries; Hardware and building supplies; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Neighbourhood shops; Plant nurseries; Roads; Rural supplies; Take away food and drink premises; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

#### **4 Prohibited**

Agriculture; Airports; Airstrips; Amusement centres; Camping grounds; Caravan parks; Cemeteries; Child care centres; Commercial premises; Eco-tourist facilities; Educational establishments; Entertainment facilities; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Function centres; Health services facilities; Home occupations (sex services); Information and education facilities; Marinas; Mooring pens; Moorings; Places of public worship; Registered clubs; Residential accommodation; Respite day care centres; Tourist and visitor accommodation.







DD2022/0259

Contact Person: Matthew Dillon

15 September 2022

Mathews Williams Solicitors - Parkes  
PO Box 74  
PARKES NSW 2870

Dear Sir/Madam

**Application for Sewer Service Diagram**

**Property: Lot 5 DP 1276025, Hanlon Street PARKES NSW 2870**

**Your Reference: MO:CMA:PARK005-5**

Please find attached a sewer service diagram for the abovementioned property as requested.

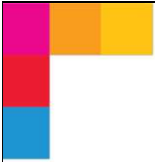
Yours faithfully

Matthew Dillon

**TRAINEE HEALTH & BUILDING SURVEYOR**

enc.





# DRAINAGE PLAN

Property Number	1882450	Ref No	MO:CMA:PARK005-5
Street Address	Hanlon Street PARKES NSW 2870		
Current Owner	Parkes Shire Council		
Legal Description	Lot 5 DP1276025		

## References

FW. – Floor Waste	IS – Inspection Shaft	1– WC	5– Sink
GIT – Grease Intercept Trap	SG – Surcharge Gully	2– Laundry Tubs	6– Urinal
IO – Inspection Opening	V – Vent	3– Bath	7– Shower Recess
		4– Basin	

<b>Junctions on property:</b>	Scale: 1: 1500
1. Distance: 49.9m Depth 1.1m	5 Distance: 1.8m Depth 0.8m
2. Distance: 3.2m Depth 1.2m	6. Distance: 2.0 m Depth 0.9m
3 Distance:39.6m Depth 1.6m	7. Distance: 9.0m Depth 1.0m
4 Distance: 1.8 m Depth 0.8 m	8. Distance: 8.3m Depth 1.1m

All drainage and plumbing work must be carried out strictly in accordance with the provisions of the Local Government Act and Regulations; the NSW Code of Practice relating to Plumbing and Drainage; AS 3500; and the requirements of Parkes Shire Council. **Rain or surface water must not be discharged into the Sewers.** Note: The top of the Surcharge Gully to be a minimum of 75 mm above ground level and a minimum of 150mm below the floor level of the building.



Drawn By: Matthew Dillon	Date: 15/09/2022
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