

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 72565966	NSW DAN:
vendor's agent	Nutrien Harcourts 2 155 Maitland Street NARRABRI NSW 2390		Phone: 6792 6000 Fax:
co-agent			Ref: Paul Thomas
vendor	Paul John Dunne 35 Nandewar Street NARRABRI NSW 2390		
vendor's solicitor	Lorraine Boyce Solicitors 239 Conadilly Street GUNNEDAH NSW 2380		Phone: (02) 6742 5555 Fax: (02) 6742 2039 Ref: LMB:MG:209405
date for completion	15 January 2021	(clause 15)	Email: info@lorraineboyce.com.au
land	29 - 33 MAITLAND ST NARRABRI 2390		
(Address, plan details and title reference)	Lot 4 Section 22 in Deposited Plan 758755, Lot 1 in Deposited Plan 69066 & Lot 1 in Deposited Plan 194223. Being Folio Identifiers 4/22/758755, 1/69066 & 1/194223		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Refer to Annexure 'A'		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Refer to Annexure 'A'	
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)

PEXA

**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 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 checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 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 checked="" 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 checked="" 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

## PAUL JOHN DUNNE SALE OF 31-33 MAITLAND STREET, NARRABRI NSW 2390

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<b>Lot</b>	<b>Section</b>	<b>Deposited Plan</b>	<b>Folio Identifier</b>	<b>Area</b>
4	22	758755	4/22/758755	1,011 m <sup>2</sup>
1	-	69066	1/69066	554 m <sup>2</sup>
1	-	194223	1/194223	461.6 m <sup>2</sup>
<b>TOTAL AREA</b>				<b>2,026.6 m<sup>2</sup></b>

**29 Maitland Street, Narrabri (4/22/758755)****Improvements**

Vacant land with consolidated dirt foundation

**31 Maitland Street, Narrabri (1/69066)****Improvements**

House

Shed

**Inclusions**

Clothes line

Fixed floor covering

Insect screens

Light fittings

Stove

Evaporative air conditioner

**33 Maitland Street, Narrabri (1/194223)****Improvements**

House

**Inclusions**

Blinds

Clothes line

Fixed floor coverings

Insect screens

Light fittings

Range hood

Stove

Evaporative air conditioner

**PAUL JOHN DUNNE SALE OF 31-33 MAITLAND STREET, NARRABRI NSW 2390**

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**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.

- 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 *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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



**24 Tenancies**

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

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

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

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

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

## ADDITIONAL PROVISIONS

**VENDOR:** Paul John DUNNE

**PURCHASER:**

### **INTERPRETATION**

#### **33.1 Interpretational rules**

In this contract, unless otherwise indicated by the context:

- (a) to the extent this clause or any of the following clauses are inconsistent with the printed clauses, this Clause and the following clauses prevail.
- (b) “in writing” includes any communication sent by letter, fax or email.
- (c) “including” and similar expressions are not words of limitation.
- (d) headings and notes are for convenience only and do not affect interpretation.
- (e) words importing the singular include the plural and vice versa.
- (f) where any word or phrase is given a definite meaning in this contract, any part of speech or other grammatical form of that word or phrase has a corresponding meaning.
- (g) If a provision is described as “essential”, it is a condition. In the event of the provision not being performed precisely in accordance with the terms specified, including provisions as to time, the non-defaulting party is entitled to terminate the contract.

#### **33.2 Document preparation**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this contract.

### **34 AMENDMENTS TO STANDARD FORM CONTRACT**

The following printed clauses are amended as follows:

- 34.1.1 **clause 1:** insert the following additional definition:  
“**restricted action** means make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this contract or seek to delay completion;”.
- 34.1.2 **clause 2.9:**
  - (a) replace the words “If each party tells.....to be invested” with “If this contract says the deposit is to be invested”; and
  - (b) insert at the end of the clause “if this contract is completed, and otherwise to the party entitled to the deposit”.
- 34.1.3 **clause 6:** delete this clause.
- 34.1.4 **clause 7.1:** replace “that are not” with “including”.
- 34.1.5 **clause 7.2.1:** replace ‘10%’ with ‘1%’.
- 34.1.6 **clause 7.2.4:** delete the words ‘and the costs of the purchaser’;
- 34.1.7 **clause 8:** insert “Despite any other provision of this contract,” before “The vendor can rescind”.
- 34.1.8 **clause 8.1.1:** delete the words ‘on reasonable grounds’;
- 34.1.9 **clause 10.1:** insert “or delay completion” after “terminate”.
- 34.1.10 **clause 16:** insert the following additional sub-clause:  
“16.3A Where the *property* includes personal property subject to a security interest:
  - (i) in this clause *personal property*, *secured party* and *security interest* have the same meanings as in the *Personal Property Securities Act 2009 (Cth) (PPS Act)*;
  - (ii) the vendor will only be required to pass legal title free of that interest if the purchaser notifies the vendor of the interest more than 14 days before the completion date;
  - (iii) to pass legal title free of that interest, it is sufficient for the vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association;

## ADDITIONAL PROVISIONS

**VENDOR:** Paul John DUNNE

**PURCHASER:**

(iv) no release is required where the personal property has a market value of not more than \$5,000 (or such greater amount prescribed under regulations to the *PPS Act*) and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Securities Register).”.

34.1.11 **clause 20.7.2:** insert the words ‘and in the case of the vendor the actual cost’ to the end of the sub-clause;

34.2 **Terms defined in printed form contract**

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

### **Auction Contract**

35 The Purchaser acknowledges that they have inspected the property and the property is purchased by them in its present state of repair and condition and with all defects latent and patent. The Vendor gives no warranty as to the state of repair or condition of the property and no such warranty shall be deemed or implied in respect of any maps, plans, advertisements, brochures, information or representation made or furnished by the Vendor, their agent or any other person. The purchaser agrees that he purchases and accepts the property and all the improvements and inclusions in their current condition and state of repair, subject to any infestation and dilapidation that may exist at the time of making the contract. The Purchaser agrees that they shall not be entitled to make any requisition, objection or claim for compensation in respect of the state of repair or condition of the property or any deterioration that may occur after the making of the contract and prior to completion.

### **Notice to Complete**

36 The parties acknowledge that if either party fail to complete this Contract within the time for completion other than due to any act or omission on the part of the other party, the party shall be at liberty, after the expiration of such time, to serve a Notice upon the other party for the other party to complete this Contract within fourteen (14) days from the date of this Notice and in this respect, time shall be of the essence. If either Party issues a Notice to Complete pursuant to Clause 15, then the other Party shall pay to the issuing Party \$330.00 on completion to reimburse the additional legal costs incurred for the issue and service of the Notice to Complete.

### **Penalty Interest**

37 The Purchaser agrees that if settlement of this transaction is not effected within the time specified in this Contract for Sale provided the delay in such settlement is not due to any default on the part of the Vendor then the Purchaser will, from and including the day on which settlement is due pursuant to this Contract until and including the day of settlement, pay interest on the balance of purchase money then outstanding at the rate of 10% per annum until completion.

## ADDITIONAL PROVISIONS

**VENDOR:**                    **Paul John DUNNE**

**PURCHASER:**

### **No other Agent**

38        The Purchaser warrants that they have not been introduced to the property by any Real Estate Agent or Agents other than herein before set out and hereby indemnify the Vendor against any claims by any such other agent or agents for commission of this sale arising out of the breach of this warranty and this clause shall not merge on completion.

### **Amendment**

39        Clause 7.1.1 is deleted and substituted for the following clause:  
          “7.1.1 *The total amount claimed exceeds \$250.00 (which includes the cost of complying with a works order under Clause 11.1)*”.

### **Covid 19 Pandemic**

42.1     The parties agree that if settlement of this matter is delayed as a direct result of matters arising from the Covid 19 pandemic, whether direct infection or by virtue of a government directive or because of the failure or inability of a financial institution or electronic conveyancing platform to settle on the agreed date, then both parties agree;

- (a)        The affected party or parties may delay completion upon the supply in writing of satisfactory documentary evidence of the cause of the delay, upon the other party. The other party cannot reject the request for delay, if reasonable.
- (b)        Each party agrees not to issue a Notice to Complete to the other party in respect of such delay;
- (c)        The vendor cannot claim interest from the purchaser for a delay under this Additional Provision;
- (d)        The purchaser cannot make a claim against the vendor for a delay under this Additional Provision;
- (e)        The purchaser must not make any *requisition* or claim (for compensation or otherwise), *rescind* or otherwise delay due to this Additional Provision;
- (f)        Completion is to proceed within 14 days once the party affected, as referred to in 42.1(a), is ready to proceed and supplies notice in writing to the other party.
- (g)        Completion shall then occur subject to each party being ready, willing and able to complete. If not the provisions of the Contract apply.

42.2     In the event:

- (a)        The purchaser is ready willing and able to complete this matter; and
- (b)        The vendor is unable to complete, as a result of issues arising due to the Covid 19 pandemic; and or
- (c)        Prior to the vendor being ready willing and able to complete, the purchasers finance is withdrawn and the financial institution refuses to reapprove the purchasers finance provided documentary evidence of such refused approval is supplied, then;
- (d)        The purchaser may rescind the Contract and Clause 19, other than Clause 19.2.3 shall apply.



## ADDITIONAL PROVISIONS

**VENDOR:**                    **Paul John DUNNE**

**PURCHASER:**

### **Entire Agreement**

- 40     (i)     This Contract constitutes the entire agreement for the sale of the property between the Vendor and the Purchaser.
- (ii)    The Purchaser acknowledges that in entering into this Contract, the Purchaser has not relied on any conduct, statement, representation or warranty performed, made or given by or on behalf of the Vendor other than:
- (a)     those set out in this Contract; and
- (b)     those implied by Section 52A of the Conveyancing Act, 1919.

### **Non-Merger**

- 41     Notwithstanding completion of this Contract for Sale of Land any general or special conditions or any part or parts thereof to which effect is not given by such completion and which are capable of taking effect after completion shall remain in full force and effect.



# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4/22/758755

SEARCH DATE	TIME	EDITION NO	DATE
4/7/2018	12:09 PM	5	1/7/2006

## LAND

LOT 4 OF SECTION 22 IN DEPOSITED PLAN 758755  
 AT NARRABRI  
 LOCAL GOVERNMENT AREA NARRABRI  
 PARISH OF NARRABRI COUNTY OF NANDEWAR  
 (FORMERLY KNOWN AS ALLOTMENT 4 OF SECTION 22)  
 TITLE DIAGRAM DP136921

## FIRST SCHEDULE

PAUL JOHN DUNNE (T AC425879)

## SECOND SCHEDULE (2 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.

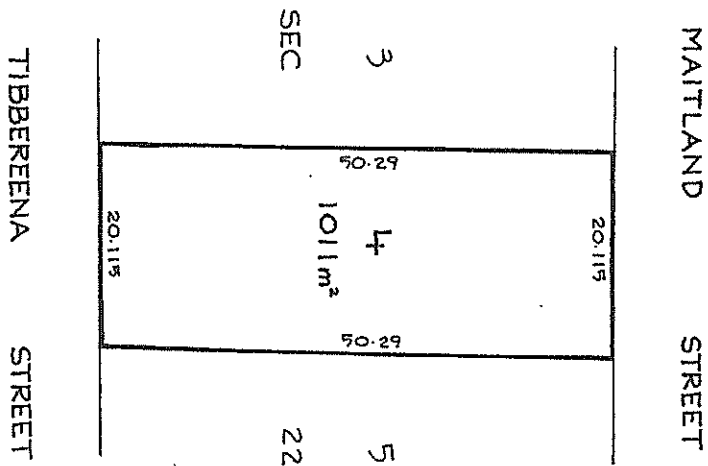
## NOTATIONS

UNREGISTERED DEALINGS: NIL

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

InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 04/07/2018 12:09:25



DP 136921

Registered: 2/13. 11. 1998

Title System: TORRENS

Purpose: DEPARTMENTAL

Ref. Mop: NARRABRI SH 3

Last Plan: N I . 1738

PLAN OF ALLOT 4 SEC 22  
 TOWN OF NARRABRI  
 (ORIGINAL CROWN PLAN  
 N.I. 1738 LOST)

Lengths are in metres.

Reduction Ratio 1: NTS

L.G.A: NARRABRI

LOCALITY: NARRABRI

PARISH: NARRABRI

COUNTY: NANDDEWAR

Z O O I D 1 B

G.D.B. 8837-S



# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: 1/69066

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
5/7/2018	10:50 AM	1	21/2/2002

LAND

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LOT 1 IN DEPOSITED PLAN 69066  
LOCAL GOVERNMENT AREA NARRABRI  
PARISH OF NARRABRI COUNTY OF NANDEWAR  
TITLE DIAGRAM DP69066

FIRST SCHEDULE

-----

PAUL JOHN DUNNE (T 8375861)

SECOND SCHEDULE (1 NOTIFICATION)

-----

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

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NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

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

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Received: 05/07/2018 10:50:13

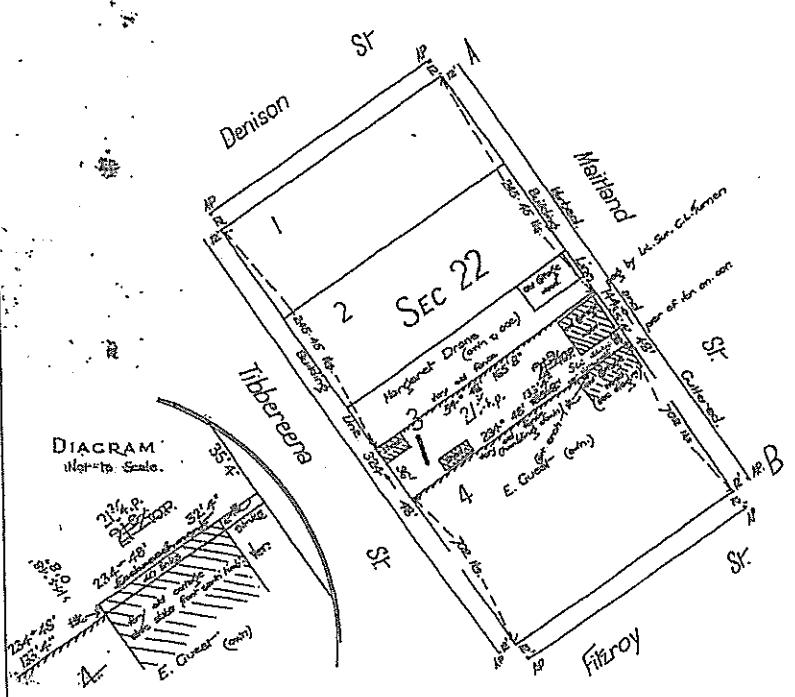
F P 69066

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 69066		
FEET INCHES	METRES	
- 8	0.203	
12 "	3.658	
32 4	9.855	
35 4	10.770	
36 "	10.973	
48 "	14.630	
133 4	40.640	
165 8	50.495	
LINKS METRES		
9	1.811	
40	8.047	
111	22.330	
245.45	49.377	
702	141.220	
AC RD P SQ M		
--- 21 3/4 550.1		

R.P.A.19066

PLAN OF  
subdivision of Allot 3, Sec 22, Town of Narrabri  
Parish of Narrabri County of Nandewar.  
Scale 1 chain to an inch.



Amendments in red made in accordance with request contained in par. 13 of Libr 15/11/1907 Sheet 22 of M.P.

I, Henry Morris Leibcher, Esq., of Maner, Licensed Surveyor, specially licensed under the Real Property Act, do hereby solemnly and sincerely declare that the boundaries and measurements shown on this plan are correct for the purposes of the said Act, and that the said plan and the survey of the land to which the same relates have been prepared and made by me, or under my immediate supervision, and I make this solemn declaration conscientiously believing the same to be true and by virtue of its provisions of the Oath Act (1900) administered and delivered before me this 3rd day of April 1907.

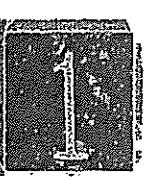
*Henry Morris Leibcher*  
Licensed Surveyor.

Date of Survey 3rd April 1907.  
Admitted from AB.

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE.											
10	20	30	40	50	60	70	80	90	100	110	120
Table of area											

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

19th December, 1986



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

FOLIO: 1/194223  
-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
5/7/2018	11:52 AM	5	19/8/1999

LAND  
-----

LOT 1 IN DEPOSITED PLAN 194223  
AT NARRABRI  
LOCAL GOVERNMENT AREA NARRABRI  
PARISH OF NARRABRI COUNTY OF NANDEWAR  
TITLE DIAGRAM DP194223

FIRST SCHEDULE  
-----

PAUL JOHN DUNNE

SECOND SCHEDULE (3 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- 3 6110155 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS  
-----

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

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



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**PLANNING CERTIFICATE**

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

**Applicant**

InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

Applicant Reference: 188873

**Administration**

Amount Paid: \$53  
Receipt No: 131623  
Receipt Date: 7 August 2020

Certificate Number: PC2021/0047

**Description of Land**

29 Maitland Street NARRABRI NSW 2390  
Lot 4 Sec 22 DP 758755  
Assessment Number:05712-00000000-000

**Owner**

Paul John Dunne

**NOTE:** The following information is provided pursuant to Section 10.7(2) of the *Environmental Assessment Act 1979* as prescribed by Schedule 4 of the *Environmental Planning and Assessment Regulation 2000* and is applicable to the subject land as of the date of this certificate.

**1 Names of relevant planning instruments and DCPs**

- a. *The name of each environmental planning instrument that applies to the carrying out of development on the land:*

Local Environmental Plan (LEP)

***Narrabri Local Environmental Plan 2012***

State Environmental Planning Policy (SEPP)

- ***SEPP No 1—Development Standards***
- ***SEPP No 19—Bushland in Urban Areas***
- ***SEPP No 21—Caravan Parks***
- ***SEPP No 33—Hazardous and Offensive Development***
- ***SEPP No 36—Manufactured Home Estates***
- ***SEPP No 47—Moore Park Showground***
- ***SEPP No 50—Canal Estate Development***
- ***SEPP No 55—Remediation of Land***
- ***SEPP No 64—Advertising and Signage***
- ***SEPP No 65—Design Quality of Residential Apartment Development***
- ***SEPP No 70—Affordable Housing (Revised Schemes)***
- ***SEPP (Aboriginal Land) 2019***
- ***SEPP (Affordable Rental Housing) 2009***
- ***SEPP (Building Sustainability Index: BASIX) 2004***
- ***SEPP (Coastal Management) 2018***
- ***SEPP (Concurrences) 2018***
- ***SEPP (Educational Establishments and Child Care Facilities) 2017***
- ***SEPP (Exempt and Complying Development Codes) 2008***
- ***SEPP (Gosford City Centre) 2018***
- ***SEPP (Housing for Seniors or People with a Disability) 2004***
- ***SEPP (Infrastructure) 2007***
- ***SEPP (Koala Habitat Protection) 2019***
- ***SEPP (Kosciuszko National Park—Alpine Resorts) 2007***
- ***SEPP (Kurnell Peninsula) 1989***
- ***SEPP (Mining, Petroleum Production and Extractive Industries) 2007***
- ***SEPP (Miscellaneous Consent Provisions) 2007***
- ***SEPP (Penrith Lakes Scheme) 1989***
- ***SEPP (Primary Production and Rural Development) 2019***
- ***SEPP (State and Regional Development) 2011***
- ***SEPP (State Significant Precincts) 2005***
- ***SEPP (Sydney Drinking Water Catchment) 2011***
- ***SEPP (Sydney Region Growth Centres) 2006***
- ***SEPP (Three Ports) 2013***
- ***SEPP (Urban Renewal) 2010***
- ***SEPP (Vegetation in Non-Rural Areas) 2017***
- ***SEPP (Western Sydney Employment Area) 2009***
- ***SEPP (Western Sydney Parklands) 2009***

- b. *The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community*

*consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):*

**Nil**

c. *The name of each development control plan that applies to the carrying out of development on the land:*

- **DCP Landfill Development**
- **DCP Notification Policy**
- **DCP Outdoor Advertising**
- **DCP Parking Code**
- **DCP Subdivision Code**
- **DCP Transportable Homes**
- **DCP Water Supply to Buildings**
- **DCP Drainage to Buildings**
- **DCP Building Line**
- **DCP Encroachment onto Public Roads**
- **DCP Building near Sewer and Stormwater mains**

**Note:** In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

## **2 Zoning and land use under relevant LEPs**

*For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):*

(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 R1”),*

### **B2 Local Centre**

(b) *the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,*

**Building identification signs; Environmental protection works; Home occupations; Roads; Water reticulation systems**

(c) *the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,*

**Boarding houses; Child care centres; Commercial premises; Community facilities; Dwelling houses; Educational establishments; Entertainment facilities; Function centres; Home industries; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises;**

**Seniors housing; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 (b) or (d)**

(d) *the purposes for which the instrument provides that development is prohibited within the zone,*

**Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Moorings; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Water recreation structures; Water storage facilities; Wharf or boating facilities**

(e) *whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,*

**Nil**

(f) *whether the land includes or comprises critical habitat,*

**The land does not include or comprise a critical habitat.**

(g) *whether the land is in a conservation area (however described),*

**The land is not within a conservation area.**

(h) *whether an item of environmental heritage (however described) is situated on the land.*

**There isn't an item of environmental heritage situated on the land.**

**2A Zoning and land use under State Environmental Planning Policy (Sydney Growth Centres) 2006**

**Not applicable.**

**3 Complying Development**

*Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

**Yes**

If **yes** complying development may be carried out under the following Codes:

- **General Housing Code**
- **Rural Housing Code**
- **Housing Alterations Code**
- **General Development Code**
- **Commercial and Industrial Alterations Code**
- **Commercial and Industrial (New Buildings and Additions) Code**
- **Subdivision Code**
- **Demolition Code**
- **Fire Safety Code**

**Note:** The opportunity for complying development to be carried out under each of these Codes may be restricted where the land is a flood control lot, within a bushfire prone area or subject to other site or zoning constraints. For more information about complying development visit the Electronic Housing Code website at [www.ehc.nsw.gov.au](http://www.ehc.nsw.gov.au)

If **no** complying development may not be carried out on the land because of the provisions of clauses 1.17A (c) and (d) and 1.19 of the SEPP, the reasons why it may not be carried out under that clause are:

- ***Not Applicable***

4 **(Repealed)**

4A **(Repealed)**

4B **Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

Not applicable.

5 **Mine subsidence**

*Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.*

**The land isn't proclaimed to be in a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.**

6 **Road widening and road realignment**

The land isn't affected by any road widening or road realignment under:

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

- (b) any environmental planning instrument, or
- (c) any resolution of the council.

## **7 Council and other public authority policies on hazard risk restrictions**

The land **isn't** affected by a policy:

- (a) adopted by the council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

### **7A Flood related development controls information**

*Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.*

**Yes**

*Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.*

**Yes**

**Note:** Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

## **8 Land reserved for acquisition**

*Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.*

**Nil**

## **9 Contributions plans**

*The name of each contributions plan applying to the land.*

- **Narrabri Shire Section 7.11 Contributions Plan**
- **Narrabri Shire Section 7.12 Fixed Development Consent Levies Contributions Plan**



**Note:** Both contribution plans apply to the zone, but the imposition of each Plan is dependent upon the type of development proposed.

**Note:** There are also Developer Servicing Plans that may be applicable for water and sewer contributions which may apply to the land.

#### **9A Biodiversity certified land**

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

**Council has no records that the land is biodiversity certified land.**

#### **10 Biodiversity stewardship sites**

*If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).*

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

**Council has not been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage.**

#### **10A Native vegetation clearing set asides**

*If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013 (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).*

Council has not been notified of the existence of any set aside by Local Land Services and no set aside has been registered in the public register under that section.

#### **11 Bush fire prone land**

**None of the subject land is identified as being bushfire prone land.**

**12 Property vegetation plans**

*If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies (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).*

**There isn't a property vegetation plan under the *Native Vegetation Act 2002* applicable to the land.**

**Note:** This advice is based on information provided by the relevant Catchment Management Authority.

**13 Orders under Trees (Disputes Between Neighbours) Act 2006**

*Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).*

**An order has not been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land**

**Note:** This advice is based on information provided to the Council.

**14 Directions under Part 3A**

There have been no directions by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

**15 Site compatibility certificates and conditions for seniors housing**

There is no current site compatibility certificate (of which the council is aware), issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land

There has been no development consent granted by Council for Housing for Seniors or People with a Disability on the land.

**16 Site compatibility certificates for infrastructure, schools or TAFE establishments**

There is no valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land

**17 Site compatibility certificates and conditions for affordable rental housing**

There is no current site compatibility certificate (affordable rental housing) of which the council is aware, in respect of proposed development on the land.

There has been no development consent granted by Council for affordable rental housing on the land.

**18 Paper subdivision information**

*The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot – **Not Applicable***

*The date of any subdivision order that applies to the land – **Not Applicable***

*Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.*

**19 Site verification certificates**

There is no current site verification certificate, of which the council is aware, in respect of the land

**20 Loose-fill asbestos insulation**

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

**21 Affected building notices and building product rectification orders**

(1) There is no affected building notice, of which the council is aware, that is in force in respect of the land.

(2)

(a) There is no building product rectification order, of which the council is aware, that is in force in respect of the land and has not been fully complied with, and

(b) There is no notice of intention to make a building product rectification order, of which the council is aware, been given in respect of the land and is outstanding.

(3) In this clause:

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

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

### **Contaminated Land Management Act 1997**

**Note.** *The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:*

- (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,*

**Council has no record that the land is significantly contaminated land at the date or the issue of this certificate.**

- (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,*

**Council has no record that the land is subject to a management order within the meaning of that Act at the date of the issue of this certificate.**

- (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,*

**Council has no record that the land is the subject of an approved voluntary management proposal within the meaning of that Act at the date of the issue of this certificate.**

- (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,*

**Council has no record that the land is the subject of an ongoing maintenance order within the meaning of that Act at the date of the issue of this certificate.**

- (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.*

**Council has no record that the land is the subject of a site audit statement within the meaning of that Act at the date of the issue of this certificate.**

### **Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009**

**Note.** *Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the council is provided with a copy of the exemption or authorisation by the Co-ordinator General under that Act.*

Council is not aware of any exemption under section 23 or authorization under section 24 of the Act.



**Michelle Henry**  
ASSISTANT DEVELOPMENT PLANNER

**Date of Certificate:** 11 August 2020

**PLANNING CERTIFICATE**

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

**Applicant**

InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

Applicant Reference: 188874

**Administration**

Amount Paid: \$53  
Receipt No:132386  
Receipt Date: 10 August 2020

Certificate Number: PC2021/0073

**Description of Land**

31 Maitland Street NARRABRI NSW 2390  
Lot 1 DP 69066  
Assessment Number:05711-00000000-000

**Owner**

Paul John Dunne

**NOTE:** The following information is provided pursuant to Section 10.7(2) of the *Environmental Assessment Act 1979* as prescribed by Schedule 4 of the *Environmental Planning and Assessment Regulation 2000* and is applicable to the subject land as of the date of this certificate.

**1 Names of relevant planning instruments and DCPs**

- a. *The name of each environmental planning instrument that applies to the carrying out of development on the land:*

Local Environmental Plan (LEP)

***Narrabri Local Environmental Plan 2012***

State Environmental Planning Policy (SEPP)

- ***SEPP No 1—Development Standards***
- ***SEPP No 19—Bushland in Urban Areas***
- ***SEPP No 21—Caravan Parks***
- ***SEPP No 33—Hazardous and Offensive Development***
- ***SEPP No 36—Manufactured Home Estates***
- ***SEPP No 47—Moore Park Showground***
- ***SEPP No 50—Canal Estate Development***
- ***SEPP No 55—Remediation of Land***
- ***SEPP No 64—Advertising and Signage***
- ***SEPP No 65—Design Quality of Residential Apartment Development***
- ***SEPP No 70—Affordable Housing (Revised Schemes)***
- ***SEPP (Aboriginal Land) 2019***
- ***SEPP (Affordable Rental Housing) 2009***
- ***SEPP (Building Sustainability Index: BASIX) 2004***
- ***SEPP (Coastal Management) 2018***
- ***SEPP (Concurrences) 2018***
- ***SEPP (Educational Establishments and Child Care Facilities) 2017***
- ***SEPP (Exempt and Complying Development Codes) 2008***
- ***SEPP (Gosford City Centre) 2018***
- ***SEPP (Housing for Seniors or People with a Disability) 2004***
- ***SEPP (Infrastructure) 2007***
- ***SEPP (Koala Habitat Protection) 2019***
- ***SEPP (Kosciuszko National Park—Alpine Resorts) 2007***
- ***SEPP (Kurnell Peninsula) 1989***
- ***SEPP (Mining, Petroleum Production and Extractive Industries) 2007***
- ***SEPP (Miscellaneous Consent Provisions) 2007***
- ***SEPP (Penrith Lakes Scheme) 1989***
- ***SEPP (Primary Production and Rural Development) 2019***
- ***SEPP (State and Regional Development) 2011***
- ***SEPP (State Significant Precincts) 2005***
- ***SEPP (Sydney Drinking Water Catchment) 2011***
- ***SEPP (Sydney Region Growth Centres) 2006***
- ***SEPP (Three Ports) 2013***
- ***SEPP (Urban Renewal) 2010***
- ***SEPP (Vegetation in Non-Rural Areas) 2017***
- ***SEPP (Western Sydney Employment Area) 2009***
- ***SEPP (Western Sydney Parklands) 2009***

- b. *The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community*

*consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):*

**Nil**

c. *The name of each development control plan that applies to the carrying out of development on the land:*

- **DCP Landfill Development**
- **DCP Notification Policy**
- **DCP Outdoor Advertising**
- **DCP Parking Code**
- **DCP Subdivision Code**
- **DCP Transportable Homes**
- **DCP Water Supply to Buildings**
- **DCP Drainage to Buildings**
- **DCP Building Line**
- **DCP Encroachment onto Public Roads**
- **DCP Building near Sewer and Stormwater mains**

**Note:** In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

## **2 Zoning and land use under relevant LEPs**

*For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):*

(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 R1”),*

### **B2 Local Centre**

(b) *the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,*

**Building identification signs; Environmental protection works; Home occupations; Roads; Water reticulation systems**

(c) *the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,*

**Boarding houses; Child care centres; Commercial premises; Community facilities; Dwelling houses; Educational establishments; Entertainment facilities; Function centres; Home industries; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises;**



**Seniors housing; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 (b) or (d)**

(d) *the purposes for which the instrument provides that development is prohibited within the zone,*

**Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Moorings; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Water recreation structures; Water storage facilities; Wharf or boating facilities**

(e) *whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,*

**Nil**

(f) *whether the land includes or comprises critical habitat,*

**The land does not include or comprise a critical habitat.**

(g) *whether the land is in a conservation area (however described),*

**The land is not within a conservation area.**

(h) *whether an item of environmental heritage (however described) is situated on the land.*

**There Isn't an item of environmental heritage situated on the land.**

**2A Zoning and land use under State Environmental Planning Policy (Sydney Growth Centres) 2006**

**Not applicable.**

**3 Complying Development**

*Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

**Yes**

If **yes** complying development may be carried out under the following Codes:

- **General Housing Code**
- **Rural Housing Code**
- **Housing Alterations Code**
- **General Development Code**
- **Commercial and Industrial Alterations Code**
- **Commercial and Industrial (New Buildings and Additions) Code**
- **Subdivision Code**
- **Demolition Code**
- **Fire Safety Code**

**Note:** The opportunity for complying development to be carried out under each of these Codes may be restricted where the land is a flood control lot, within a bushfire prone area or subject to other site or zoning constraints. For more information about complying development visit the Electronic Housing Code website at [www.ehc.nsw.gov.au](http://www.ehc.nsw.gov.au)

*If **no** complying development may not be carried out on the land because of the provisions of clauses 1.17A (c) and (d) and 1.19 of the SEPP, the reasons why it may not be carried out under that clause are:*

- ***Not Applicable***

**4**      **(Repealed)**

**4A**     **(Repealed)**

**4B**     **Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

**Not applicable.**

**5**      **Mine subsidence**

*Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.*

**The land isn't proclaimed to be in a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.**

**6**      **Road widening and road realignment**

The land isn't affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or
- (b) any environmental planning instrument, or

(c) any resolution of the council.

## **7 Council and other public authority policies on hazard risk restrictions**

The land **isn't** affected by a policy:

- (a) adopted by the council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

### **7A Flood related development controls information**

*Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.*

**Yes**

*Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.*

**Yes**

**Note:** Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

## **8 Land reserved for acquisition**

*Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.*

**Nil**

## **9 Contributions plans**

*The name of each contributions plan applying to the land.*

- **Narrabri Shire Section 7.11 Contributions Plan**
- **Narrabri Shire Section 7.12 Fixed Development Consent Levies Contributions Plan**

**Note:** Both contribution plans apply to the zone, but the imposition of each Plan is dependent upon the type of development proposed.

**Note:** There are also Developer Servicing Plans that may be applicable for water and sewer contributions which may apply to the land.

#### **9A Biodiversity certified land**

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

**Council has no records that the land is biodiversity certified land.**

#### **10 Biodiversity stewardship sites**

*If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).*

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

**Council has not been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage.**

#### **10A Native vegetation clearing set asides**

*If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013 (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).*

Council has not been notified of the existence of any set aside by Local Land Services and no set aside has been registered in the public register under that section.

#### **11 Bush fire prone land**

**None of the subject land is identified as being bushfire prone land.**

**12 Property vegetation plans**

*If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies (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).*

**There isn't a property vegetation plan under the *Native Vegetation Act 2002* applicable to the land.**

**Note:** This advice is based on information provided by the relevant Catchment Management Authority.

**13 Orders under Trees (Disputes Between Neighbours) Act 2006**

*Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).*

**An order has not been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land**

**Note:** This advice is based on information provided to the Council.

**14 Directions under Part 3A**

There have been no directions by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

**15 Site compatibility certificates and conditions for seniors housing**

There is no current site compatibility certificate (of which the council is aware), issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land

There has been no development consent granted by Council for Housing for Seniors or People with a Disability on the land.

**16 Site compatibility certificates for infrastructure, schools or TAFE establishments**

There is no valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land

**17 Site compatibility certificates and conditions for affordable rental housing**

There is no current site compatibility certificate (affordable rental housing) of which the council is aware, in respect of proposed development on the land.

There has been no development consent granted by Council for affordable rental housing on the land.

**18 Paper subdivision information**

*The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot – **Not Applicable***

*The date of any subdivision order that applies to the land – **Not Applicable***

*Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.*

**19 Site verification certificates**

There is no current site verification certificate, of which the council is aware, in respect of the land

**20 Loose-fill asbestos insulation**

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

**21 Affected building notices and building product rectification orders**

(1) There is no affected building notice, of which the council is aware, that is in force in respect of the land.

(2)

(a) There is no building product rectification order, of which the council is aware, that is in force in respect of the land and has not been fully complied with, and

(b) There is no notice of intention to make a building product rectification order, of which the council is aware, been given in respect of the land and is outstanding.

(3) In this clause:

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

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

## **Contaminated Land Management Act 1997**

**Note.** *The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:*

(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,*

**Council has no record that the land is significantly contaminated land at the date or the issue of this certificate.**

(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,*

**Council has no record that the land is subject to a management order within the meaning of that Act at the date of the issue of this certificate.**

(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,*

**Council has no record that the land is the subject of an approved voluntary management proposal within the meaning of that Act at the date of the issue of this certificate.**

(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,*

**Council has no record that the land is the subject of an ongoing maintenance order within the meaning of that Act at the date of the issue of this certificate.**

(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.*

**Council has no record that the land is the subject of a site audit statement within the meaning of that Act at the date of the issue of this certificate.**

**Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009**

*Note. Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the council is provided with a copy of the exemption or authorisation by the Co-ordinator General under that Act.*

**Council is not aware of any exemption under section 23 or authorization under section 24 of the Act.**



**Michelle Henry**  
ASSISTANT DEVELOPMENT PLANNER

**Date of Certificate:** 25 August 2020





PO Box 261  
NARRABRI NSW 2390

Telephone: 02 67996866  
Facsimile: 02 67996888  
Email: council@narrabri.nsw.gov.au  
Website: www.narrabri.nsw.gov.au

### PLANNING CERTIFICATE

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

#### Applicant

InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

Applicant Reference: 188875

#### Administration

Amount Paid: \$53  
Receipt No: 132386  
Receipt Date: 10 August 2020

Certificate Number: PC2021/0052

#### Description of Land

33 Maitland Street NARRABRI NSW 2390  
Lot 1 DP 194223  
Assessment Number:05710-00000000-000

#### Owner

Paul John Dunne

**NOTE:** The following information is provided pursuant to Section 10.7(2) of the *Environmental Assessment Act 1979* as prescribed by Schedule 4 of the *Environmental Planning and Assessment Regulation 2000* and is applicable to the subject land as of the date of this certificate.

#### **1 Names of relevant planning instruments and DCPs**

- a. *The name of each environmental planning instrument that applies to the carrying out of development on the land:*

Local Environmental Plan (LEP)

***Narrabri Local Environmental Plan 2012***

State Environmental Planning Policy (SEPP)

- ***SEPP No 1—Development Standards***
- ***SEPP No 19—Bushland in Urban Areas***
- ***SEPP No 21—Caravan Parks***
- ***SEPP No 33—Hazardous and Offensive Development***
- ***SEPP No 36—Manufactured Home Estates***
- ***SEPP No 47—Moore Park Showground***
- ***SEPP No 50—Canal Estate Development***
- ***SEPP No 55—Remediation of Land***
- ***SEPP No 64—Advertising and Signage***
- ***SEPP No 65—Design Quality of Residential Apartment Development***
- ***SEPP No 70—Affordable Housing (Revised Schemes)***
- ***SEPP (Aboriginal Land) 2019***
- ***SEPP (Affordable Rental Housing) 2009***
- ***SEPP (Building Sustainability Index: BASIX) 2004***
- ***SEPP (Coastal Management) 2018***
- ***SEPP (Concurrences) 2018***
- ***SEPP (Educational Establishments and Child Care Facilities) 2017***
- ***SEPP (Exempt and Complying Development Codes) 2008***
- ***SEPP (Gosford City Centre) 2018***
- ***SEPP (Housing for Seniors or People with a Disability) 2004***
- ***SEPP (Infrastructure) 2007***
- ***SEPP (Koala Habitat Protection) 2019***
- ***SEPP (Kosciuszko National Park—Alpine Resorts) 2007***
- ***SEPP (Kurnell Peninsula) 1989***
- ***SEPP (Mining, Petroleum Production and Extractive Industries) 2007***
- ***SEPP (Miscellaneous Consent Provisions) 2007***
- ***SEPP (Penrith Lakes Scheme) 1989***
- ***SEPP (Primary Production and Rural Development) 2019***
- ***SEPP (State and Regional Development) 2011***
- ***SEPP (State Significant Precincts) 2005***
- ***SEPP (Sydney Drinking Water Catchment) 2011***
- ***SEPP (Sydney Region Growth Centres) 2006***
- ***SEPP (Three Ports) 2013***
- ***SEPP (Urban Renewal) 2010***
- ***SEPP (Vegetation in Non-Rural Areas) 2017***
- ***SEPP (Western Sydney Employment Area) 2009***
- ***SEPP (Western Sydney Parklands) 2009***

- b. *The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community*

*consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):*

**Nil**

c. *The name of each development control plan that applies to the carrying out of development on the land:*

- **DCP Landfill Development**
- **DCP Notification Policy**
- **DCP Outdoor Advertising**
- **DCP Parking Code**
- **DCP Subdivision Code**
- **DCP Transportable Homes**
- **DCP Water Supply to Buildings**
- **DCP Drainage to Buildings**
- **DCP Building Line**
- **DCP Encroachment onto Public Roads**
- **DCP Building near Sewer and Stormwater mains**

**Note:** In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

## **2 Zoning and land use under relevant LEPs**

*For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):*

(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 R1”),*

### **B2 Local Centre**

(b) *the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,*

**Building identification signs; Environmental protection works; Home occupations; Roads; Water reticulation systems**

(c) *the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,*

**Boarding houses; Child care centres; Commercial premises; Community facilities; Dwelling houses; Educational establishments; Entertainment facilities; Function centres; Home industries; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises;**

**Seniors housing; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 (b) or (d)**

(d) *the purposes for which the instrument provides that development is prohibited within the zone,*

**Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Moorings; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Water recreation structures; Water storage facilities; Wharf or boating facilities**

(e) *whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,*

**Nil**

(f) *whether the land includes or comprises critical habitat,*

**The land does not include or comprise a critical habitat.**

(g) *whether the land is in a conservation area (however described),*

**The land is not within a conservation area.**

(h) *whether an item of environmental heritage (however described) is situated on the land.*

**There isn't an item of environmental heritage situated on the land.**

**2A Zoning and land use under State Environmental Planning Policy (Sydney Growth Centres) 2006**

**Not applicable.**

**3 Complying Development**

*Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

**Yes**

If **yes** complying development may be carried out under the following Codes:

- **General Housing Code**
- **Rural Housing Code**
- **Housing Alterations Code**
- **General Development Code**
- **Commercial and Industrial Alterations Code**
- **Commercial and Industrial (New Buildings and Additions) Code**
- **Subdivision Code**
- **Demolition Code**
- **Fire Safety Code**

**Note:** The opportunity for complying development to be carried out under each of these Codes may be restricted where the land is a flood control lot, within a bushfire prone area or subject to other site or zoning constraints. For more information about complying development visit the Electronic Housing Code website at [www.ehc.nsw.gov.au](http://www.ehc.nsw.gov.au)

*If **no** complying development may not be carried out on the land because of the provisions of clauses 1.17A (c) and (d) and 1.19 of the SEPP, the reasons why it may not be carried out under that clause are:*

- ***Not Applicable***

**4**     **(Repealed)**

**4A**    **(Repealed)**

**4B**    **Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

**Not applicable.**

**5**     **Mine subsidence**

*Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.*

**The land isn't proclaimed to be in a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.**

**6**     **Road widening and road realignment**

The land isn't affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

## **7 Council and other public authority policies on hazard risk restrictions**

The land **isn't** affected by a policy:

- (a) adopted by the council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

### **7A Flood related development controls information**

*Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.*

**Yes**

*Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.*

**Yes**

**Note:** Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

## **8 Land reserved for acquisition**

*Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.*

**Nil**

## **9 Contributions plans**

*The name of each contributions plan applying to the land.*

- **Narrabri Shire Section 7.11 Contributions Plan**
- **Narrabri Shire Section 7.12 Fixed Development Consent Levies Contributions Plan**

**Note:** Both contribution plans apply to the zone, but the imposition of each Plan is dependent upon the type of development proposed.

**Note:** There are also Developer Servicing Plans that may be applicable for water and sewer contributions which may apply to the land.

#### **9A Biodiversity certified land**

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

**Council has no records that the land is biodiversity certified land.**

#### **10 Biodiversity stewardship sites**

*If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).*

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

**Council has not been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage.**

#### **10A Native vegetation clearing set asides**

*If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013 (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).*

Council has not been notified of the existence of any set aside by Local Land Services and no set aside has been registered in the public register under that section.

#### **11 Bush fire prone land**

**None of the subject land is identified as being bushfire prone land.**

**12 Property vegetation plans**

*If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies (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).*

**There isn't a property vegetation plan under the *Native Vegetation Act 2002* applicable to the land.**

**Note:** This advice is based on information provided by the relevant Catchment Management Authority.

**13 Orders under Trees (Disputes Between Neighbours) Act 2006**

*Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).*

**An order has not been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land**

**Note:** This advice is based on information provided to the Council.

**14 Directions under Part 3A**

There have been no directions by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

**15 Site compatibility certificates and conditions for seniors housing**

There is no current site compatibility certificate (of which the council is aware), issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land

There has been no development consent granted by Council for Housing for Seniors or People with a Disability on the land.

**16 Site compatibility certificates for infrastructure, schools or TAFE establishments**

There is no valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land



**17 Site compatibility certificates and conditions for affordable rental housing**

There is no current site compatibility certificate (affordable rental housing) of which the council is aware, in respect of proposed development on the land.

There has been no development consent granted by Council for affordable rental housing on the land.

**18 Paper subdivision information**

*The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot – **Not Applicable***

*The date of any subdivision order that applies to the land – **Not Applicable***

*Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.*

**19 Site verification certificates**

There is no current site verification certificate, of which the council is aware, in respect of the land

**20 Loose-fill asbestos insulation**

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

**21 Affected building notices and building product rectification orders**

(1) There is no affected building notice, of which the council is aware, that is in force in respect of the land.

(2)

(a) There is no building product rectification order, of which the council is aware, that is in force in respect of the land and has not been fully complied with, and

(b) There is no notice of intention to make a building product rectification order, of which the council is aware, been given in respect of the land and is outstanding.

(3) In this clause:

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

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

### **Contaminated Land Management Act 1997**

**Note.** *The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:*

- (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,*

**Council has no record that the land is significantly contaminated land at the date or the issue of this certificate.**

- (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,*

**Council has no record that the land is subject to a management order within the meaning of that Act at the date of the issue of this certificate.**

- (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,*

**Council has no record that the land is the subject of an approved voluntary management proposal within the meaning of that Act at the date of the issue of this certificate.**

- (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,*

**Council has no record that the land is the subject of an ongoing maintenance order within the meaning of that Act at the date of the issue of this certificate.**

- (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.*

**Council has no record that the land is the subject of a site audit statement within the meaning of that Act at the date of the issue of this certificate.**

### **Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009**

**Note.** *Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the council is provided with a copy of the exemption or authorisation by the Co-ordinator General under that Act.*

Council is not aware of any exemption under section 23 or authorization under section 24 of the Act.



**Michelle Henry**  
ASSISTANT DEVELOPMENT PLANNER

**Date of Certificate:** 11 August 2020

# MUNICIPALITY OF NARRABRI

## PLAN OF SANITARY DRAINAGE

Section No. 22 Detail Plan No. 3  
 Allotment No. PART 3. FOR Drainage Plan No. 879.  
 Fee 20/- House No. 27  
 MR. M. R. MULLIGAN

MAITLAND STREET

This diagram is the property of the proprietor and is to be returned to him on completion of the work.

**RAIN OR SURFACE WATER IS NOT TO BE CONNECTED TO SEWER.**

All plumbing and drainage work shown on diagram in connection with this plan must be executed in accordance with Ordinance No. 46 of the Local Government Act, 1919, and to the satisfaction of the Council's Officer.

No alteration to drainage to be made unless previous consent is given.

All drainage work must be tested before covering in.

Taps to be placed over all gullies connected to sewer.

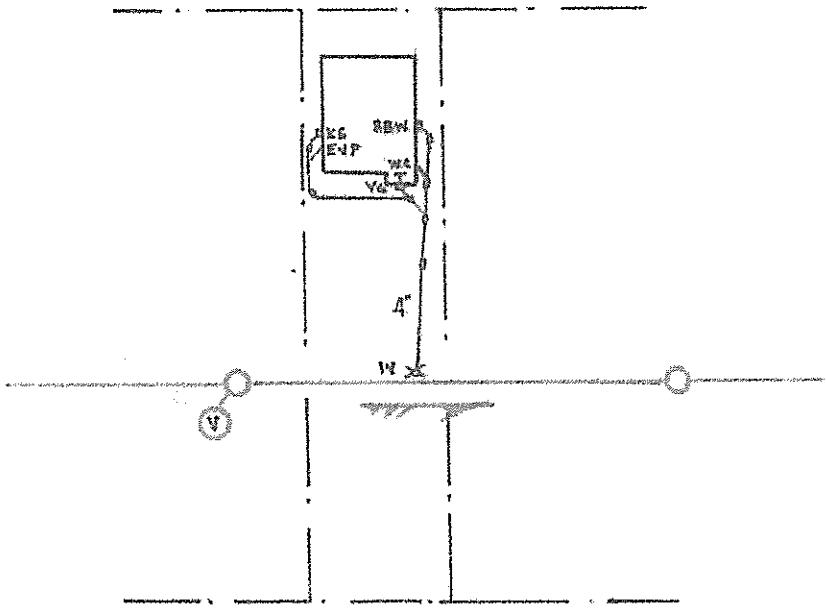
Junction about 62 feet from Downstream manhole. Approx. depth 4 ft.

**NOTES:**

LV.M.F. Induct Vent Mica Flap.	D.T. Disconnecter Trap.	I.V. Induct Vent.
[X] Gully.	B.W. Bath Waste.	W.C. Water Closet.
K.S. Kitchen Sink.	G.T. Grease Trap.	S.V.P. Soil Vent Pipe.
-o- Inspection Opening.	-o- Boundary Trap.	E.V. Educt Vent.

Scale—50 ft. to 1 in.

MAITLAND STREET



*Our Reference:* LF:MH: DD 1029  
*Your Reference:* 188875  
*Contact Name:* Michelle Henry  
*Telephone:* (02) 6799 6858

12 July 2018

InfoTrack  
GPO Box 4029  
**SYDNEY NSW 2001**

Dear Sir/Madam,

**Re: Application for Legal Certificates**

---

Further to application for Drainage Diagram as requested by you for **Lot 1 DP 194223**  
**being: 33 Maitland Street, NARRABRI.**

Please see attached:

- **Drainage Diagram - 1029**
- **Services Diagram including the subject lot for your information.**

If you require further assistance, please contact Michelle Henry in the Development and Economic Growth Department on (02) 67996 858.

Yours sincerely,



Luke Flood  
**TOWN PLANNER**

**MUNICIPALITY OF NARRABRI**  
**PLAN OF SANITARY DRAINAGE**

Allotment No. Lot Pt 3.  
 Section No. 22  
 Fee \$2.00

FOR

Drainage Plan No. 1029  
 Detail Plan No. 3  
 House No. 33

M PERPETUAL TRUSTEE CO  
MAITLAND ST

This diagram is the property of the proprietor and is to be returned to him on completion of the work.

**RAIN OR SURFACE WATER IS NOT TO BE CONNECTED TO SEWER**



All plumbing and drainage work shown on diagram in connection with this plan must be executed in accordance with Ordinance No. 46 of the Local Government Act, 1919, and to the satisfaction of the Council's Officer.

No alteration to drainage to be made unless previous consent is given.

**ALL DRAINAGE WORK MUST BE TESTED BEFORE COVERING IN**

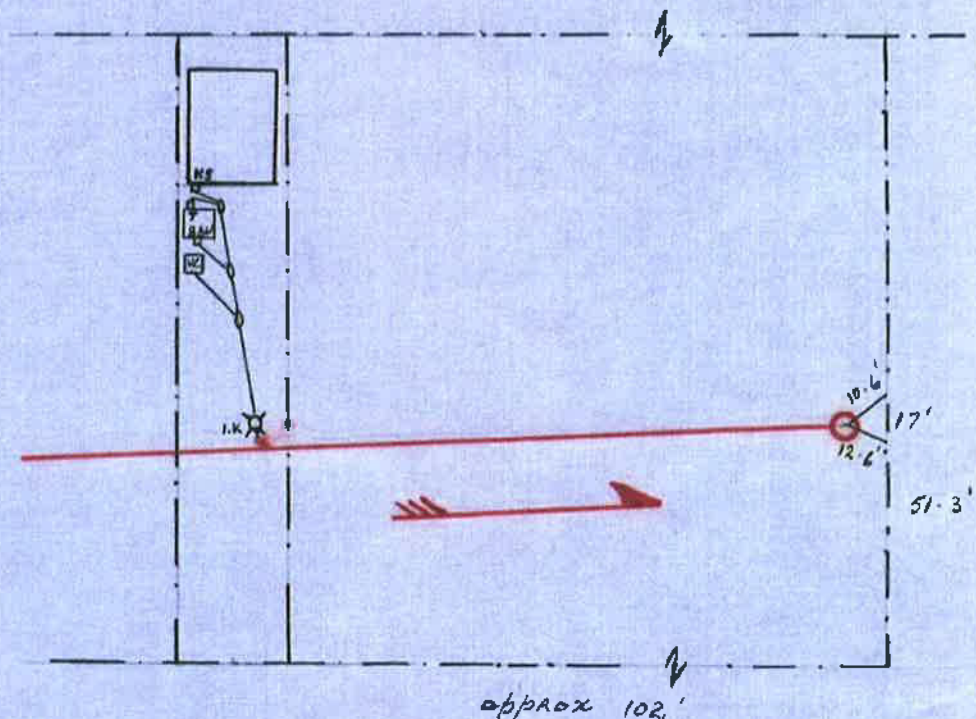
Junction about 98 feet from Downstream manhole. Approx. depth 3.75 ft.

**NOTES:**

T. Laundry Tubs	I.V.M.F. Induct Vent Mica Flap.	B.W. Bath Waste	I.V. Induct Vent
S. Shower	<input checked="" type="checkbox"/> Disconnector Trap	G.T. Grease Trap	W.C. Water Closet
Basn. Basin	K.S. Kitchen Sink	 Boundary Trap	S.V.P. Soil Vent Pipe
	 Inspection Opening		E.V. Educt Vent

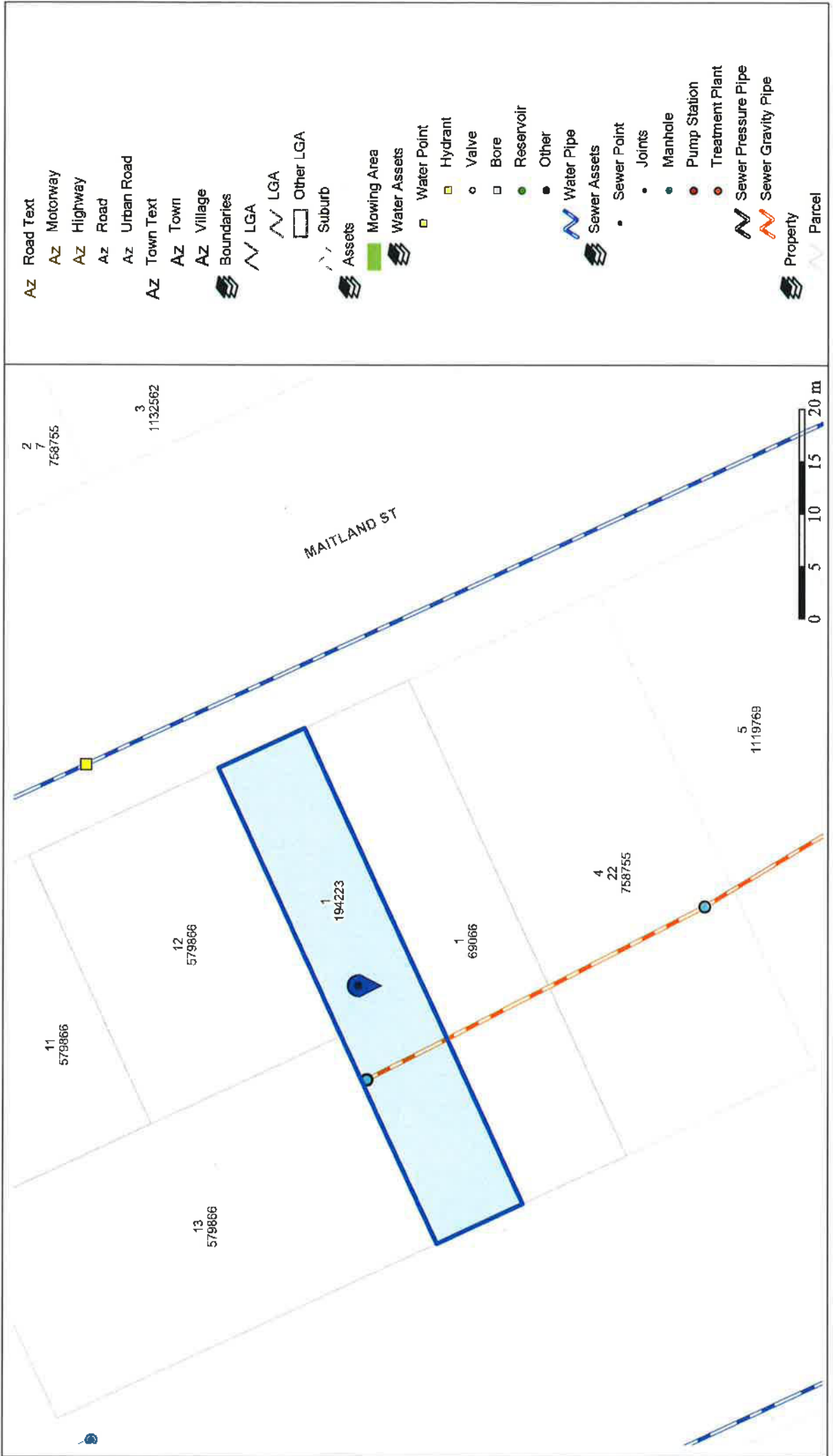
Scale—50 ft. to 1 in.

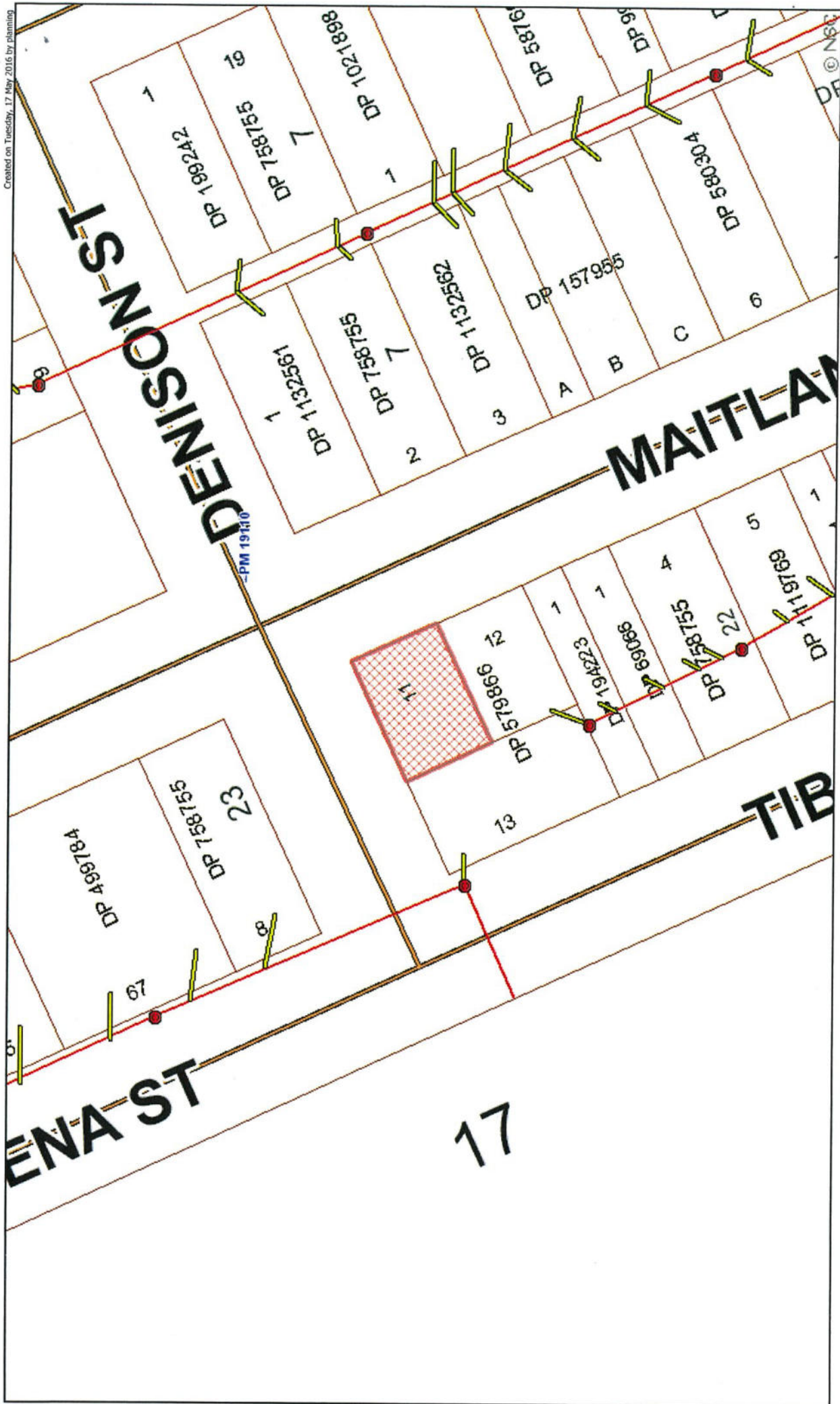
MAITLAND ST



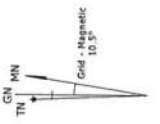
# 33 Maitland St NARRABRI

This map is not a precise survey document. Accurate locations can only be determined by a survey on the ground. This information has been prepared for Council's internal purposes for no other purpose. No statement is made about the accuracy or suitability of the information for use for any purpose (whether the purpose has been notified to Council or not). While every care is taken to ensure the accuracy of this data, neither the Narrabri Shire Council nor the LP makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason.  
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**Aerial Photography:**  
**Contour Interval:** GDA94  
**Projection:** GDA94  
**Cost:**  
**Date:** Tuesday, 17 May 2016  
**Drawn By:** planning



True North, Grid North and Magnetic North are shown for the centre of the New South Wales State. Magnetic North is correct for 2011, moving easterly by 0.04" in approximately five years.

This map was produced on the GEODESIC DATUM OF AUSTRALIA 1994 (GDA94), which has superseded the Australian Geospatial Datum of 1984 (GDA84). All heights are referred to the Australian Height Datum (AHD). For more information on GDA94 and AHD, please refer to the GDA94/AHD coordinates based on the World Geodetic Datum 1984 (WGS84), are the same.



**Disclaimer**  
 This map is not a precise survey document.  
 All users are taken in the preparation of this plan, however, Narrabri Shire Council accepts no responsibility for any errors, omissions or inaccuracies. The information contained within this plan is for personal use only.  
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**Narrabri Shire Council**  
 100 Park Street, Narrabri NSW 2390  
 Tel: 02 6799 6886  
 Fax: 02 6799 6886  
 www.narrabri.nsw.gov.au

**Services Diagram**  
 Map Scale: 1:1,058 at A4  
 Map Zoom: 300.1 m



**GLEESON SURVEYING**

ROSS GLEESON, M.I.S., AUST.

MEMBER OF THE ASSOCIATION  
OF CONSULTING SURVEYORS OF N.S.W.



GALLIPOLI HOUSE  
1 BOWEN STREET  
NARRABRI 2390  
(P.O. BOX 1)

TELEPHONE 02 6792 2720  
FACSIMILE 02 6792 3660  
A.H. ROSS GLEESON  
02 6792 1786

Email: rgleeson@turboweb.net.au

10<sup>th</sup> August, 2001,  
REF:6986

**SURVEY REPORT**

**Re: D. Welsh**

All that piece or parcel of land situate at Narrabri having a frontage of 20.14 metres to Maitland Street being Lot 4 Section 22 in the Shire of Narrabri Parish of Narrabri County of Nandewar.

I wish to report that I have surveyed the above described land which is that shown by bold edge in plan attached hereto.

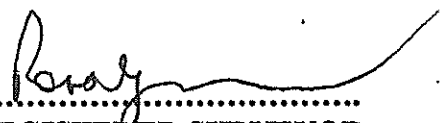
The corners have been marked with pegs or otherwise as shown on the plan.

Survey has disclosed that excesses are available to the frontage and depth as shown on the attached plan.

The buildings have not been located by survey.

The occupations are as shown on the plan.

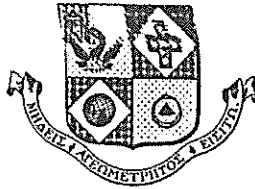
Subject to the above and the attached plan there are in my opinion no visible encroachments by this property or upon this land.

  
.....  
**REGISTERED SURVEYOR**

**GLEESON SURVEYING**

ROSS GLEESON, M.I.S., AUST.

MEMBER OF THE ASSOCIATION  
OF CONSULTING SURVEYORS OF N.S.W.



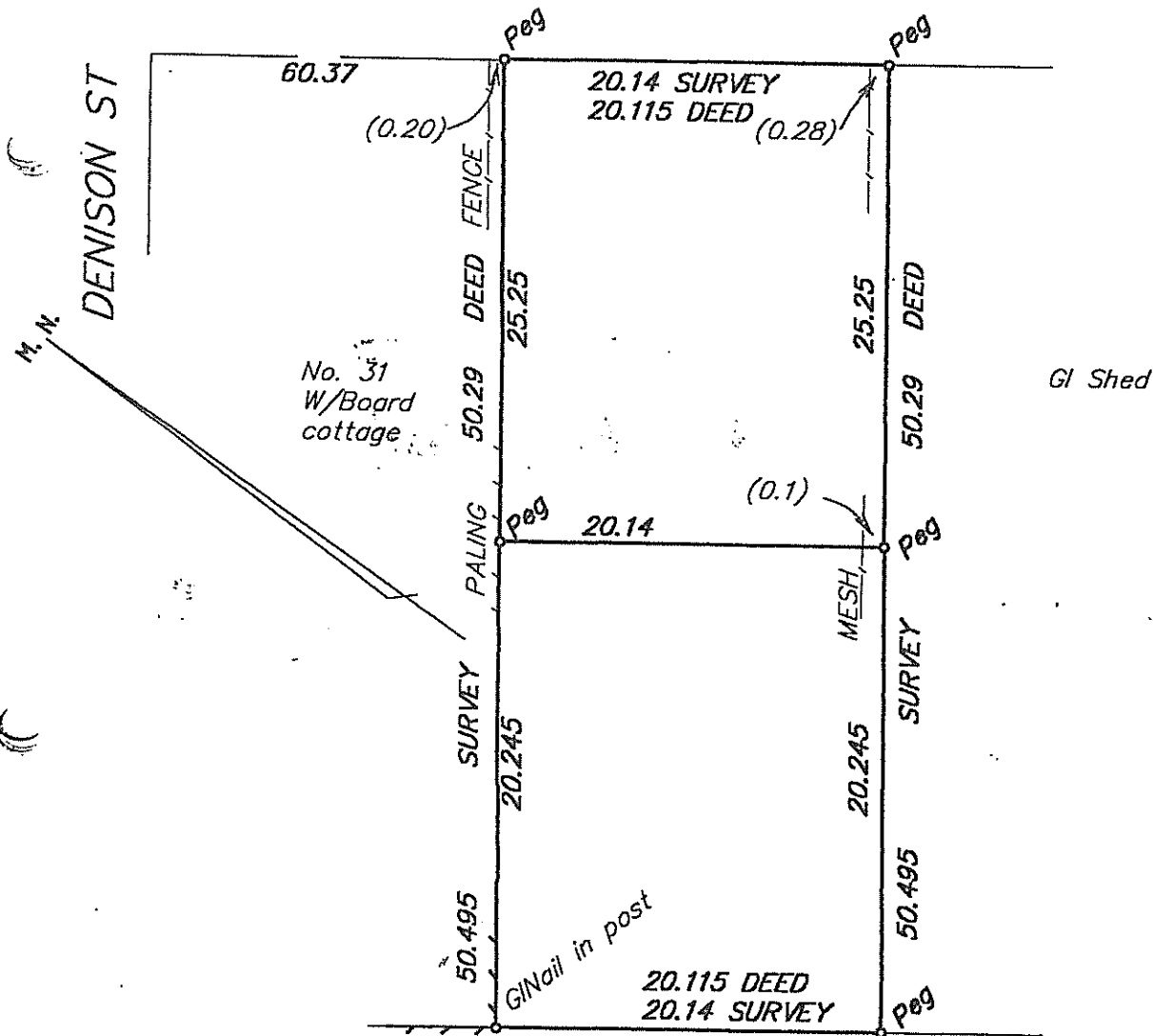
GALLIPOLI HOUSE  
1 RIVERVIEW  
NARRABRI 2390  
(P.O. BOX 1)

TELEPHONE 02 6792 2720  
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A.H. ROSS GLEESON  
02 6792 1786

Email: rgleeson@turboweb.net.au

REF.: 6986

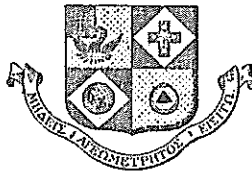
**MAITLAND STREET**



**TIBBEREENA STREET**

This Plan is to accompany my report dated 10th August 2001

*Ross Gleeson*  
REGISTERED SURVEYOR



18th May, 1966. 19.....

IDENTIFICATION REPORT.

RE. M.F. COOPER TO L.G. WILSON.

All that piece or parcel of land situate at Narrabri having a frontage of 35 feet 4 inches to Maitland Street being the whole of the land comprised in Certificate of Title Vol. 2641 Folio 153 and being part of Allotment 3 Section 22 Town of Narrabri as shown on Real Property Application Plan No. 19066 in the Municipality of Narrabri Parish of Narrabri County of Nandewar.

I certify that I have surveyed the above described land which is that shown by red edge in the sketch hereunder.

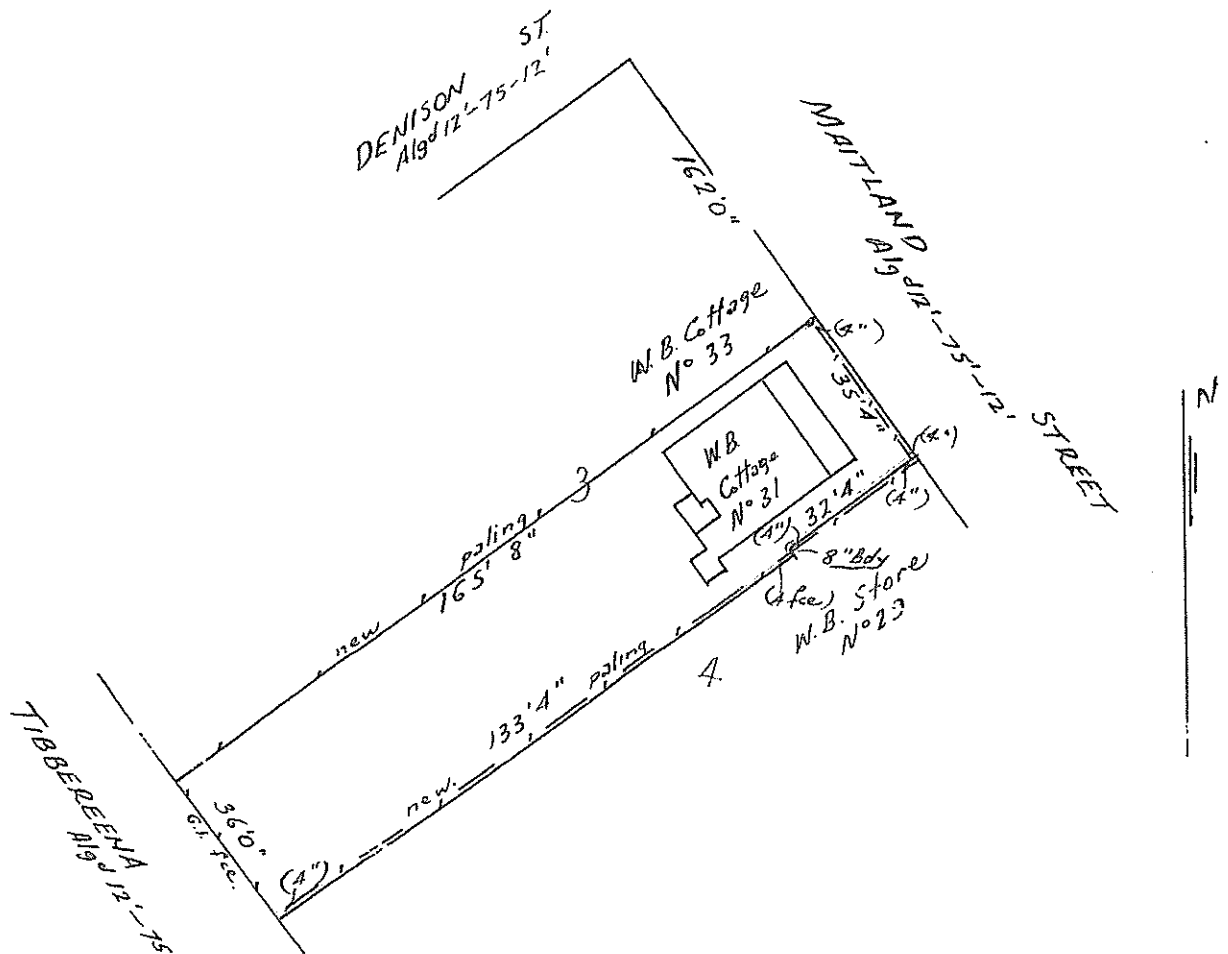
Upon this land and wholly within its boundaries stands a weatherboard cottage known as No. 31 Maitland Street. The position of the building is as shown on the sketch and complies with the requirements of the Local Government with regard to the distances from walls to boundaries.

The front fence stands 4 inches inside the alignment. The south eastern fence stands from 4 inches on the adjoining land to 4 inches on subject land as shown on the sketch. The north western boundary and the rear boundary are substantially correctly fenced.

Subject to the above there are in my opinion no encroachments by this property or upon this land.

*R. C. McKenzie*

Registered Surveyor.



## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Mr Paul John Dunne**  
Purchaser:  
Property: **29, 31, 33 Maitland Street, Narrabri 2390**  
Dated:

---

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSI%9*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

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

### Adjustments

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

#### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?  
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?  
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(e) In respect of any residential building work carried out in the last 7 years:  
(i) please identify the building work carried out;  
(ii) when was the building work completed?  
(iii) please state the builder's name and licence number,  
(iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:  
(a) did its installation or construction commence before or after 1 August 1990?  
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NS14)*?  
(c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;  
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NS14)* or regulations?  
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;  
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
19. (a) To whom do the boundary fences belong?  
(b) Are there any party walls?  
(c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.  
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?  
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

#### Affectations

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:  
(a) any road, drain, sewer or storm water channel which intersects or runs through the land?  
(b) any dedication to or use by the public of any right of way or other easement over any part of the land?  
(c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:  
(a) any resumption or acquisition or proposed resumption or acquisition?  
(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.  
(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?  
(d) any sum due to any local or public authority? If so, it must be paid prior to completion.  
(e) any realignment or proposed realignment of any road adjoining the Property?  
(f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

23. (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?  
(b) If so, do any of the connections for such services pass through any adjoining land?  
(c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

**Capacity**

25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

**Requisitions and transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.