

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Bathurst 195a Howick Street Bathurst NSW 2795 02 6332 9444	
co-agent		
vendor	Bathurst Regional Council ABN 42173522302 158 Russell Street, Bathurst, NSW 2795	
vendor's solicitor	TBA	
date for completion	28 days after the date of this contract	(clause 15)
land (address, plan details and title reference)	14 MULHOLLAND PKWY WINDRADYNE NSW 2795 Lot 107 DEPOSITED PLAN 1304135 Folio Identifier 107/1304135	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	<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"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price				
deposit				
balance	(10% of the price, unless otherwise stated)			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

**SIGNING PAGE**

<b>VENDOR</b>	<b>PURCHASER</b>
<p><b>Signed by</b></p>     <p>_____ Vendor</p>     <p>_____ Vendor</p>	<p><b>Signed by</b></p>     <p>_____ Purchaser</p>     <p>_____ Purchaser</p>
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
<p><b>Signed by</b> Bathurst Regional Council in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>     <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>     <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

## Choices

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

PEXA

**Manual transaction** (clause 30)☒ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

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

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

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

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

Supplier's name: **Bathurst Regional Council**Supplier's ABN: **42 1735 22302**

Supplier's GST branch number (if applicable):

Supplier's business address: **158 Russell Street, Bathurst NSW 2795**

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

## List of Documents

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to the off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 60</p>
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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



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

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

**13 Goods and services tax (GST)**

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

**14 Adjustments**

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

**15 Date for completion**

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

**16 Completion****• Vendor**

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

**• Purchaser**

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

**17 Possession**

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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



- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Contract the following terms have these meanings unless the contrary intention appears:

**Authorised Person** means the Solicitor of the party and any other person nominated by a party as its representative who can bind that party.

**Claim** means includes any demand, proceeding, all manner of actions, suits, causes of action, arbitration, debts, dues, costs, claims, demands, interest verdicts, including (without limitation) any claim, demand, action, proceeding, arbitration or suit seeking the payment of money, relief from liquidated damages or any costs, expenses, *Loss*, compensation or damages on any ground whatsoever pursuant to the Contract and judgments whatsoever both at law, or in equity or arising under the provisions of statute, whether known or unknown and any claim for direct or consequential loss (including loss of profit, loss of production, loss of property or loss of income).

**Completion Date** means the date for completion of this Contract as specified in special condition 7.

**Contract** means this Contract and all annexures, exhibits and schedules.

**Deposit Holder** means the Vendor's Solicitor.

**GST** has the same meaning ascribed to that term in the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act, 1999* (Cth).

**Guarantor** has the meaning within special condition 14.

**Loss** means any loss, cost, expense, damage, injury to person, death or liability (including any fine or penalty) whether direct or indirect or consequential (including but not limited to loss of profit, loss of opportunity, expenses incurred), present or future, fixed or unascertained, actual or contingent and whether arising under the Contract (including any breach of the *Contract*), in equity (including breach of an equitable duty, breach of confidentiality or breach of fiduciary duty), under statute (including breach of statutory duty to the maximum extent possible), in tort (including for negligence or negligent misrepresentation) or otherwise (including in restitution).

**Property** means the lot or lots to be purchased as shown on page 1 of this Contract.

**Standard Conditions** means the 2022 printed conditions annexed to this Contract.

## **2. INTERPRETATION**

2.1 The following applies in the interpretation of this contract, unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect the interpretation of this Contract.
- (b) A reference to any Act, Regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- (c) A reference to clause, paragraph, special condition, subclause, attachment, annexure, and schedule means a clause, paragraph, special condition, subclause, attachment, annexure or schedule to this Contract.
- (d) A reference to a gender includes a reference to each gender.
- (e) The singular includes the plural number and vice versa.
- (f) Person includes a firm, corporation, unincorporated association or a governmental authority.
- (g) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this contract, their substitutes and assigns.
- (h) An agreement on a part of, or in favour of, two or more persons binds them jointly and severally.
- (i) A reference to a party means a person named as a party to, and bound by, this Contract.
- (j) Includes or including means includes or including (as the case may be) without limitation.

2.2 These further conditions must be read subject to any rights granted to the Purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.

2.3 If there is any conflict between the provisions of these special conditions and those contained in the Standard Conditions of this Contract, these special conditions prevail.

- 2.4 All annexures and attachments form part of this Contract and are deemed items of disclosure where appropriate.

### **3. AMENDMENT OF PRINTED CLAUSES TO CONTRACT**

- 3.1 The Standard Conditions of this Contract are amended as follows:

- (a) Inserting after the word "call" in clause 2.9, the words "or on term deposit or deposits maturing on or before completion as selected by the Vendor".
- (b) Clause 3 is deleted.
- (c) Clause 4.8 is deleted.
- (d) Clause 5.2.1 is amended by replacing "21" with "7".
- (e) Clause 5.2.2 is replaced with:

*'If it arises out of anything served by the Vendor on the Purchaser or its Authorised Person - within seven (7) days after the day on which the Vendor serves that notice; and'*

- (f) Clause 7.1.1 is amended by replacing 5% with 1%.
- (g) Clause 7.1.3 is amended by replacing 14 days with 7 days.
- (h) Clause 7.2.1 is amended by replacing 10% with 3%.
- (i) Clause 8.1.1 is amended by deleting the words "on reasonable grounds".
- (j) Clause 8.1.2 is amended by deleting the words "and those grounds".
- (k) Clause 10.1, line 1 is replaced with:

*'The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of'*

- (l) Clause 13.10 is deleted.
- (m) Clause 23 is deleted.
- (n) Clause 25 is deleted.
- (o) Clause 28 is deleted.



#### **4. MISCELLANEOUS**

- 4.1 This Contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the Property.
- 4.2 The Purchaser irrevocably acknowledges and agrees that it has not entered into this Contract as a result of any representation either oral, written or implied by the Vendor or any other person on the Vendor's behalf including but not limited to the Vendor's agent and that all conditions of sale are embodied in this Contract.
- 4.3 Notwithstanding clause 5 of the Standard Conditions, the Purchaser is deemed to have made the requisitions and general questions about the Property contained in the requisitions annexed to this contract.
- 4.4 The Purchaser agrees that it is not entitled to make or raise any requisitions in addition to those contained in this Contract, unless they arise specifically from the Purchaser's inspection or investigation of the Property or of the Vendor's title. The provisions of clause 5 of the Standard Conditions apply to any such specific requisitions.

#### **5. PURCHASER WARRANTIES**

- 5.1 The Purchaser acknowledges that the Purchaser buys the Property not relying upon any warranties or representations made to the Purchaser by or on behalf of the Vendor not contained in this Contract.
- 5.2 The Purchaser will not make any objection, requisition, or claim for compensation, nor seek to rescind or terminate this Contract, nor delay its completion due to the state and condition of the Property.
- 5.3 Notwithstanding clauses 6 and 7 of the Standard Conditions, the parties agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of clauses 7 and 8 of the Standard Conditions, entitling the Vendor to rescind this Contract.
- 5.4 The Purchaser further acknowledges that the words "on reasonable grounds" has been deleted from clause 8.1.1 of the Standard Conditions.

#### **6. DEPOSIT**

- 6.1 The parties agree and authorise the Depositholder to release the Deposit to the Vendor on the date of this Contract for its own use.
- 6.2 The Vendor and Purchaser agree that they consent and give such directions to do such things as may be necessary to give effect to the provisions of this special condition.

## **7. COMPLETION**

- 7.1 Completion of this Contract will take place on the date which is 28 days from the date of this Contract; and
- 7.2 On completion, a duly executed form of discharge of mortgage or partial discharge of mortgage in registrable form will be made available to the Purchaser in respect of any mortgage affecting the Property. The Purchaser shall make no objection, delay settlement or make any requisition requiring the registration of such discharge of mortgage (or partial discharge of mortgage as the case may be) prior to completion of this Contract.

## **8. NOTICE TO COMPLETE**

- 8.1 Should completion of this Contract not be effected in accordance with special condition 7, then either party shall be at liberty to issue a Notice to Complete in accordance with this Contract requiring this Contract to be completed within fourteen (14) days from the date of such Notice, making time of the essence.
- 8.2 The parties agree that the period of notice in special condition 8.2 is reasonable and sufficient.
- 8.3 In the event the Vendor serves a notice to complete on the Purchaser, the Purchaser will allow an additional amount of \$220.00 plus GST on settlement.

## **9. INTEREST**

- 9.1 If completion does not occur on or before the Completion Date, the Purchaser must pay the Vendor, on completion, interest calculated at the rate of 10% per annum on a daily rate on the balance of the purchase price for the period commencing on the date following the Completion Date and ending on the date of actual completion.
- 9.2 The Purchaser must not require the Vendor to complete this Contract unless interest payable under this special condition is paid to the Vendor on completion. It is an essential term of this Contract that the interest is paid.
- 9.3 Clause 10.1, of the Standard Conditions, does not apply in respect of any days during which completion has been delayed due to the fault of the Vendor.

## **10. NOTICES**

### **Form of Notices**

- 10.1 Any notice or other communication required to be given under this Contract must be:
- (a) in legible writing;

- (b) signed by the party giving it (sender) or by its Authorised Person;
- (c) delivered by hand or sent by post (air mail if sent to an address in another country) to the relevant address set out on the front page of this contract; or
- (d) sent by facsimile to the relevant fax number set out on the front page of this Contract or as shown on the letterhead of the recipient's Authorised Person; or
- (e) sent by electronic mail to the relevant email address set out on the front page of this Contract or as shown on the letterhead of the recipient's Authorised Person.

10.2 A party may change its address or fax number for the purpose of notices by giving notice of that change in accordance with the provisions of this special condition.

10.3 Notices are taken to be given:

- (a) in the case of delivery by hand, when delivered;
- (b) in the case of delivery by post, on the third (seventh, if sent to an address in another country) day after the date of posting;
- (c) in the case of delivery by fax, at the time shown on a transmission report by the machine from which the fax was sent which indicates that the fax communication was sent at the time, in its entirety and without error to the fax number of the recipient; and
- (d) in the case of delivery by electronic mail, at the time shown on the delivery receipt, in its entirety and without error to the email address of the recipient.

10.4 If a notice by fax is given:

- (a) on a day in which business is not generally carried on in the place in which the fax is received, or
- (b) after 5.00pm (local time) on a day in which business is generally carried on in the place in which the fax is received.

The notice will be taken to have been given at the commencement of business on the next day in which business is generally carried on in the place in which the fax is received.

10.5 A recipient of a notice given pursuant to this special condition must not enquire, where the notice purports to be signed on behalf of a party by its Authorised Person, as to the authority of the representative signing the notice.

- 10.6 To the extent of any inconsistency between the provisions of clause 20.6 of the Standard Conditions and the provisions of this special condition 10, this special condition shall prevail.

## **11. CAVEAT BY THE PURCHASER**

- 11.1 Subject to special condition 11.3, the Purchaser must not lodge a caveat for recording on the folio of the register for the Property.
- 11.2 The Purchaser irrevocably indemnifies the Vendor against any loss arising out of a breach of special condition 11.1 by the Purchaser. The provisions of this special condition shall not merge on completion or termination of this Contract.
- 11.3 The Purchaser may lodge a caveat for recording on the folio of the register for the Property after the issue of the folio by the register for the Property.

## **12. DRAINAGE DIAGRAM**

- 12.1 The Purchaser acknowledges that a diagram for the Property is not presently available from the appropriate sewerage authority in the ordinary course of administration. The Purchaser will raise no objection, requisition nor make any Claim whatsoever, nor shall it have the right to rescind this Contract, as regards the position of the sewerage and / or water drainage systems relative to the Property (or the creation of any easement creating same) provided that the position thereof does not materially affect the ability of the Purchaser to erect on the Property a private residential dwelling house.
- 12.2 In accordance with clause 12.2 the document referred to in the Conveyancing (Sale of Land) Regulation 2017 at Schedule 1, Item 2(a) the Vendor is not required to attach a document under that provision to this Contract.
- 12.3 The Purchaser must not make any objection, requisition, or Claim nor seek to rescind or terminate this Contract, nor delay completion in relation to this special condition.

## **13. SELLING AGENT**

- 13.1 The Purchaser warrants that it has not been introduced to the Vendor or to the Property directly or indirectly by any Real Estate Agent or any other person other than the Vendor's agent specified in this Contract. The Purchaser indemnifies and will keep indemnified the Vendor against any liabilities, claims, suits, demands and actions arising out of or as a consequence of a breach of this warranty. The provisions of this special condition shall not merge on completion of this Contract.

#### **14. GUARANTOR**

- 14.1 This special condition applies if the Purchaser is a corporation as defined under the *Corporations Act 2001* (Cth) but does not apply to a corporation listed on an Australian Stock Exchange.
- 14.2 This special condition is an essential term of this Contract.
- 14.3 The word "Guarantor" means each director of the Purchaser as at the date of this Contract.
- 14.4 If each director for the Purchaser has not signed this clause as Guarantor, the Vendor may terminate this Contract by serving a notice, but only within fourteen (14) days after the Contract.
- 14.5 In consideration of the Vendor entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Vendor without limitation:
- (a) payment of all money payable by the purchaser under this Contract; and
  - (b) the performance of all of the Purchaser's other obligations under this Contract.
- 14.6 The Guarantor:
- (a) irrevocably indemnifies the Vendor against any Claim or Loss incurred by the Vendor in connection with or arising from any breach of default by the Purchaser of its obligations under this Contract; and
  - (b) must pay on demand any money due to the Vendor under this indemnity.
- 14.7 The Guarantor is jointly and separately liable with the Purchaser to the Vendor for:
- (a) the performance by the Purchaser of its obligations under this Contract; and
  - (b) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
- 14.8 The Guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any rights under this special condition.
- 14.9 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this special condition.
- 14.10 The Guarantor's obligations under this special condition are not released, discharged or otherwise affected by:

- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
- (b) the release or discharge of any person;
- (c) the death or incapacity of the Vendor;
- (d) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person or entity;
- (e) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute a court or otherwise;
- (f) payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (g) the winding up of the Vendor or the Purchaser.

14.11 The Deed constituted by this special condition binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void, or voidable.

14.12 This special condition binds the Guarantor and the executors, administrators and assigns of Guarantor.

14.13 This special condition operates as a deed between the Vendor and the Guarantor.

**Executed as a Deed by Guarantor**

**SIGNED** for and on behalf of **Guarantor** by

In the presence of:

.....  
Signature

.....  
Signature of witness

.....  
(Print Full Name)

.....  
(Print Full Name)

.....  
Address

.....  
Address

**15. TRUSTS**

15.1 Where the Purchaser purchases the Property as trustee, the Purchaser:

- (a) warrants that the Purchaser has the power under the trust to enter into this Contract;
- (b) is personally liable under this Contract;
- (c) warrants that the Purchaser has a right of indemnity under the trust;
- (d) must not do anything to prejudice the right of indemnity the Purchaser has under the trust; and
- (e) must not allow the variation of the trust or the advance or distribution of capital of the trust or re-settlement of trust property.

## **16. ELECTRONIC SETTLEMENT**

16.1 If the parties agree to settle this sale electronically in accordance and compliance with Electronic Conveyancing National Law, the following provisions shall apply:

- (a) the provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this even any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs;
- (b) within seven (7) days of exchange, the Vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser any discharging mortgagee to join, failing which the Purchaser may do so;
- (c) within seven (7) days of receipt of the invitation the Purchaser must join and create an electronic transfer and invite any incoming mortgagee to join;
- (d) completion of this Contract takes place when the financial settlement takes place;
- (e) anything that cannot be delivered electronically must be given to the relevant party either prior to or immediately following settlement;
- (f) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day, the parties must settle in the usual non-electronic manner as soon as possible, but no later than three (3) working days after the initial electronic failure, unless otherwise agreed; and

- (g) any notices served on a party in the electronic workspace must also be served in accordance with this Contract.

## **17. ELECTRONIC SIGNATURES**

### **17.1 The parties agree:**

- (a) to accept, for the purpose of exchange of Contracts, signatures by either the Vendors or the Purchasers, or both as the case may be, which are facsimile, photocopy or any other form of electronic signatures and to comply with following special conditions 17.1(b), (c) and (d);
- (b) that the Purchaser will provide the Vendor's Authorised Person, within ten (10) business days after the date of this Contract, a cover page of the Contract bearing the Purchaser's original signature(s) where applicable;
- (c) that the cover page of the Contract bearing original signatures must be dated the same date as this Contract; and
- (d) that the parties shall not make any requisition objection claim or delay completion due to the matter of execution of this Contract as at the exchange date.

## **18. GOVERNING LAW**

### **18.1 This Contract is governed by the law in force in New South Wales.**

### **18.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.**

### **18.3 Any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at the address of that party's Authorised Person.**

## **19. DEATH AND MENTAL ILLNESS**

### **19.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this special condition not been included, if a party to this Contract:**

- (a) is an individual who before completion:



- (i) dies; or
- (ii) becomes mentally ill (within the meaning of mental health legislation or the common law),

then either party may rescind this Contract by serving written notice on the other party whereupon the provisions of clause 19.2.1 and 19.2.4 of the Standard Conditions shall apply.

(b) is:

- (i) an individual who before completion is declared bankrupt or enters into any scheme or arrangement or make any assignment or benefit to creditors; or
- (ii) a company which before completion resolves to go into liquidation or has a petition for the winding up of the company presented or should any liquidator, receiver or official manager be appointed in respect of the company,

then that party shall be deemed to be in default of this Contract.

## **20. SEVERANCE**

20.1 Clauses or conditions which are void or voidable may be severed from this Contract but do not affect the validity or enforceability of the remaining clauses in this Contract.

## **21. GST**

21.1 The Purchase price of the Property and any consideration to be paid or provided under this Contract is expressed to be on a GST inclusive basis.

21.2 The Vendor and Purchaser agree that the margin scheme will be used to determine the amount of GST payable on the taxable supply made under this Contract. The Vendor agrees (if requested by the Purchaser) to promptly sign a deed agreeing to apply the margin scheme to the supply of the property. From the date of the Contract to completion, the Vendor agrees to provide the Purchaser with all information and documents reasonably requested by the purchaser, to assist the purchaser to consider the GST position of this transaction.

21.3 The Vendor acknowledges and undertakes to the Purchaser that the Vendor will pay the GST which is payable on the taxable supply made under this Contract.

21.4 The Purchaser agrees that:

- (a) the Purchaser will not be entitled to claim an input tax credit in respect of the GST payable by the Vendor; and
  - (b) the Vendor is not required to give the Purchaser a tax invoice.
- 21.5 The Purchaser agrees that the Vendor is not liable to disclose the basis on which it calculates its GST liability on this sale.
- 21.6 The Vendor and Purchaser agree that if there is any change in the GST Act which impacts on the margin scheme that they will do everything reasonably necessary to ensure that the Vendor can apply the margin scheme to the taxable supply made under this Contract.
- 21.7 To avoid doubt, this clause does not merge on completion.

## **22. FOREIGN PURCHASER**

- 22.1 The Purchaser warrants:
  - (a) That the Purchaser is not a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act, 1975*; or
  - (b) That the Purchaser is a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act, 1975* and that the Treasurer of the Commonwealth of Australia has advised in writing that the Treasurer has no objection to the acquisition of the Property by the Purchaser.

## **23. FINANCE**

- 23.1 The Purchaser warrants to the Vendor that:
  - (a) the Purchaser does not require finance to purchase the Property; or
  - (b) the Purchaser has obtained approval for finance to purchase the Property on terms reasonable to the Purchaser.
- 23.2 The Purchaser acknowledges that as a result of making the disclosure in clause 23.1, the Purchaser cannot terminate this Contract pursuant to the National Credit Code.

## **24. NOMINATION**

- 24.1 It is expressly agreed between the Parties that the Purchaser shall not be entitled to nominate a third party as the transferee of the Property and the Purchaser acknowledges that they shall not be entitled to make any objection, requisition or

claim for compensation nor be entitled to delay completion on account of this clause 28.

**25. BALLOT FOR SALE**

- 25.1 Annexed to this Contract is a Statutory Declaration signed by the Purchaser in respect to their participation in the ballot for sale of land held by Bathurst Regional Council, such ballot including the Property. The Purchaser expressly acknowledges and agrees that it is in reliance of the content of this Statutory Declaration that the Vendor enters into this Contract. In the event that there is a false statement contained in the Purchaser's Statutory Declaration this action will amount to a breach of an essential term of this Contract, such breach entitling the Vendor to terminate.

**26. FENCING**

- 26.1 The Purchaser shall not be entitled to ask and the Vendor shall not be obliged to contribute to the cost of fencing the boundaries of the Property.
- 26.2 This clause 26 shall not merge on completion.



**LAND  
REGISTRY  
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

**Title Search**

Information Provided Through

Triconvey2 (Reseller)

Ph. 1300 064 452

FOLIO: 107/1304135

SEARCH DATE	TIME	EDITION NO	DATE
7/11/2024	2:52 PM	1	13/5/2024

**LAND**

LOT 107 IN DEPOSITED PLAN 1304135  
AT WINDRADYNE  
LOCAL GOVERNMENT AREA BATHURST REGIONAL  
PARISH OF MOUNT PLEASANT COUNTY OF BATHURST  
TITLE DIAGRAM DP1304135

**FIRST SCHEDULE**

BATHURST REGIONAL COUNCIL

**SECOND SCHEDULE (10 NOTIFICATIONS)**

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP252484 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP264043 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP774317 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE & VARIABLE WIDTH APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 5 DP774317 EASEMENT TO DRAIN WATER 3.5 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 6 DP774317 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 7 DP1012775 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 8 DP1123180 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1123180 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1304135 RESTRICTION(S) ON THE USE OF LAND

**NOTATIONS**

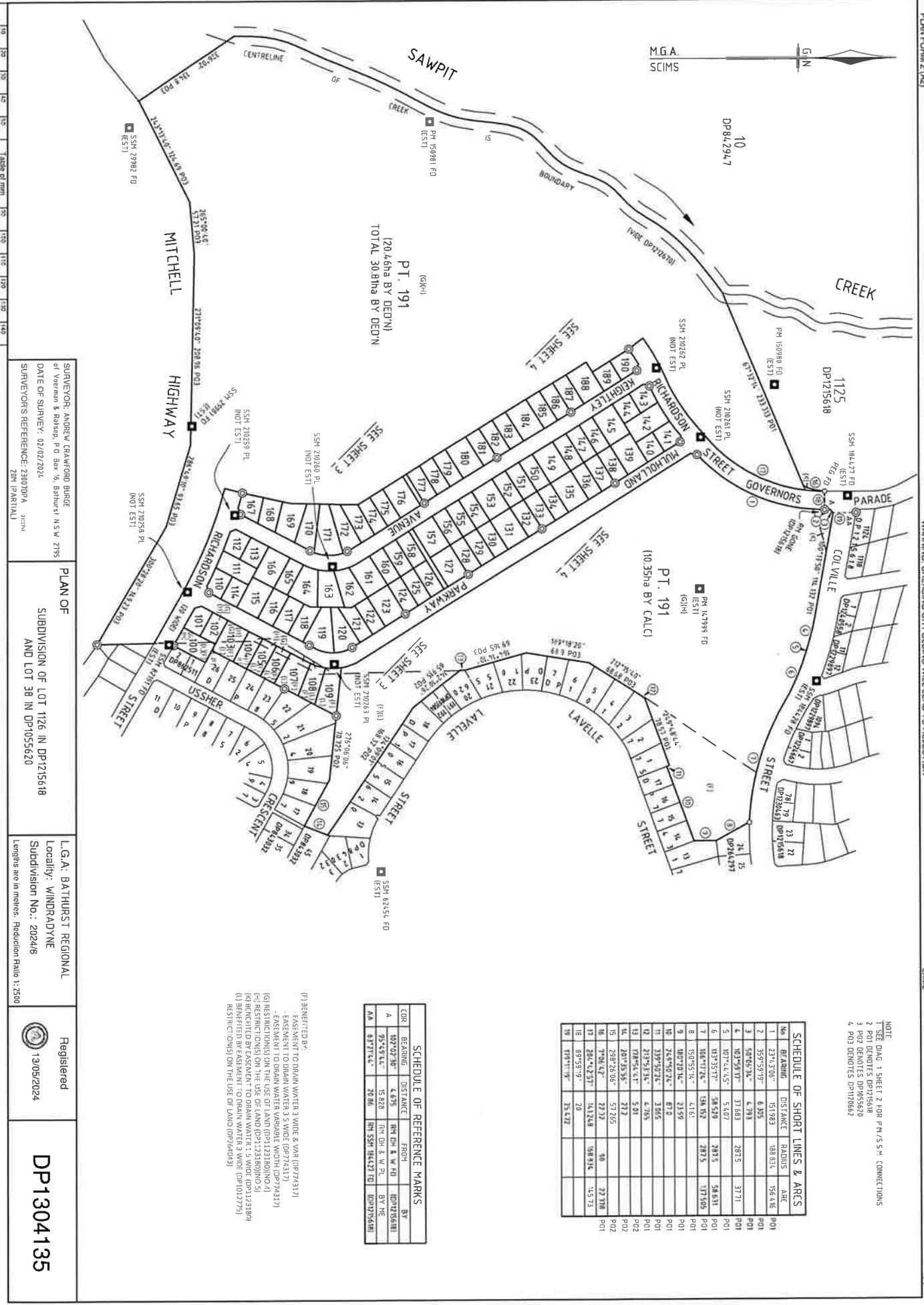
UNREGISTERED DEALINGS: NIL

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

242597

PRINTED ON 7/11/2024

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



PLAN FORM 2 (A2) WARNING: CHEASING OR FOLDING WILL LEAD TO REFLECTION LMM Sheet 1 of 4, sheet(s)

NOTE  
1. SEE DIAG 1 SHEET 2 FOR P.M/S.M CONNECTIONS  
2. P.O.T DENOTES DP1215618  
3. P.O.T DENOTES DP1055620  
4. P.O.T DENOTES DP1206662

SCHEDULE OF SHORT LINES & ARCS				
No.	BEARING	DISTANCE	RADIUS	ARC
1	231°43'06"	151.983	188.935	156.416
2	359°53'19"	6.185		
3	60°08'36"	4.789		
4	103°59'19"	31.683	283.5	37.71
5	107°44'45"	5.407		
6	013°35'17"	58.529	287.5	54.631
7	004°17'24"	136.182	287.5	137.055
8	150°55'14"	4.161		
9	007°28'14"	23.59		
10	244°10'26"	87.0		
11	139°10'26"	3.065		
12	213°53'15"	4.765		
13	018°14'47"	5.01		
14	287°35'35"	27.2		
15	208°26'06"	57.265		
16	170°45'27"	22.22	90	22.228
17	204°42'37"	14.748	188.935	145.73
18	019°51'19"	20		
19	019°11'19"	75.472		

SCHEDULE OF REFERENCE MARKS			
CDR	BEARING	DISTANCE	FROM
A	182°02'30"	4.675	PM CH & W HD
AA	75°59'14"	15.828	PM CH & W PL
AA	83°17'14"	20.86	PM SSM 184237 TO

(F) BENCHMARK  
- EASEMENT TO DRAIN WATER 3.5 WIDE (DP1215618)  
- EASEMENT TO DRAIN WATER 3.5 WIDE (DP1215618)  
(G) RESTRICTIONS ON THE USE OF LAND (DP1215618)  
(H) RESTRICTIONS ON THE USE OF LAND (DP1215618)  
(I) BENCHMARK BY EASEMENT TO DRAIN WATER 3.5 WIDE (DP1215618)  
(J) BENCHMARK BY EASEMENT TO DRAIN WATER 3.5 WIDE (DP1215618)  
(K) RESTRICTIONS ON THE USE OF LAND (DP1215618)

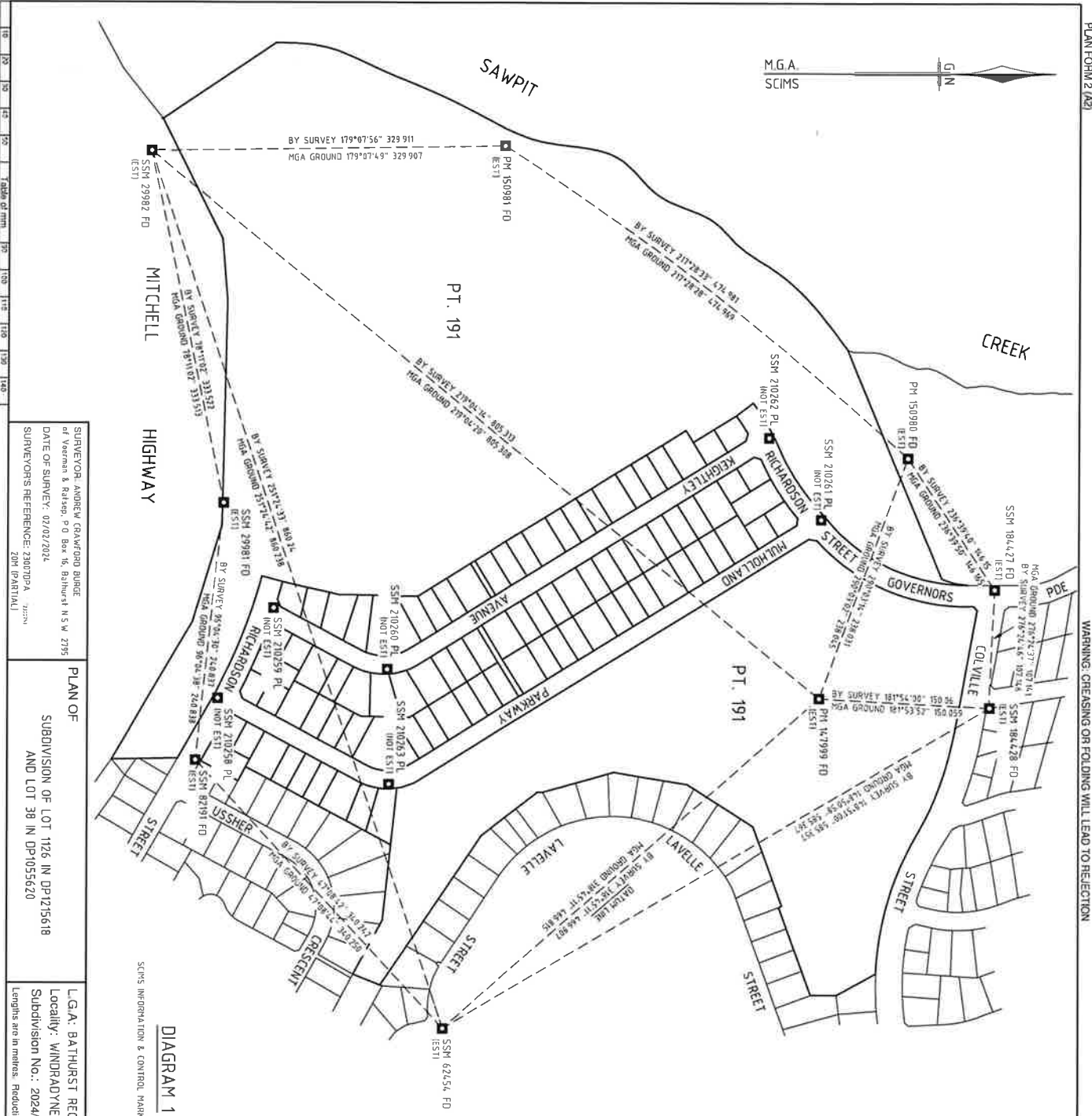
SURVEYOR: ANDREW GRAFFORD BURGE  
of Verren & Bates, P.O. Box 6, Bathurst NSW 2795  
DATE OF SURVEY: 02/02/2024  
SURVEYORS REFERENCE: 230709A 2/27N  
200 (PARTIAL)

PLAN OF  
SUBDIVISION OF LOT 1126 IN DP1215618  
AND LOT 38 IN DP1055620

L.G.A.: BATHURST REGIONAL  
Locality: WINDRADYNE  
Subdivision No.: 2024/6  
Lengths are in metres. Reduction Ratio 1:2500

Registered  
13/05/2024

DP1304135



SURVEYOR: ANDREW GRAHAM BURGESS  
of Verran & Ridge, P.O. Box 16, Balmoral NSW 2195  
DATE OF SURVEY: 07/02/2024  
SURVEYORS REFERENCE: 2300709A  
20M PARTIAL

PLAN OF  
SUBDIVISION OF LOT 1126 IN DP1215618  
AND LOT 38 IN DP1055620

L.G.A.: BATHURST REGIONAL  
Locality: WINBRADYNE  
Subdivision No.: 2024/6  
Lengths are in metres. Reduction Ratio 1:2500

Registered  
13/05/2024

DP1304135

SCMS INFORMATION & CONTROL MARK CONNECTIONS

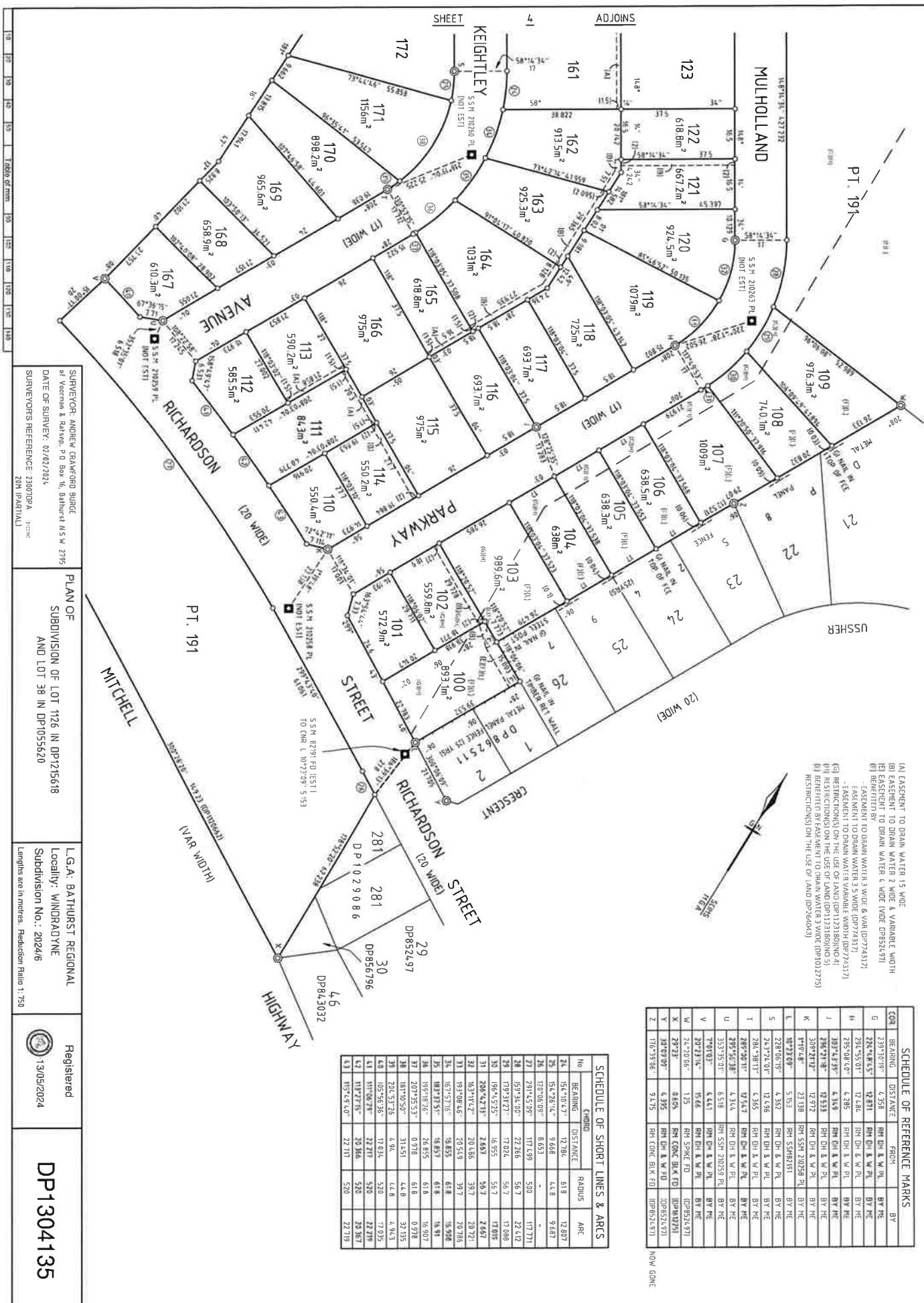
DIAGRAM 1

FROM	TO	BEARING	DISTANCE
S.S.M. 29981	S.S.M. 210258	288°34'43"	61.705
S.S.M. 210258	S.S.M. 210259	307°45'45"	98.872
S.S.M. 210259	S.S.M. 210260	287°18'20"	120.316
S.S.M. 210260	S.S.M. 210262	138°45'55"	156.666
S.S.M. 210262	S.S.M. 210261	57°16'11"	40.35
S.S.M. 210261	S.S.M. 210263	307°24'55"	166.4
S.S.M. 210263	S.S.M. 210264	164°18'44"	173.885
S.S.M. 210264	S.S.M. 210255	288°34'43"	178.724
S.S.M. 210255	S.S.M. 210258	71°21'20"	232.913

FROM	TO	HEIGHT DIFFERENCE	DATUM ADJUST
S.S.M. 29981	S.S.M. 210258	+0.755	DIFF. LEVEL
S.S.M. 210258	S.S.M. 210259	+1.581	DIFF. LEVEL
S.S.M. 210259	S.S.M. 210260	-0.633	DIFF. LEVEL
S.S.M. 210260	S.S.M. 210262	-3.448	DIFF. LEVEL
S.S.M. 210262	S.S.M. 210261	-16.912	DIFF. LEVEL
S.S.M. 210261	S.S.M. 210263	-1.726	DIFF. LEVEL
S.S.M. 210263	S.S.M. 210264	-4.876	DIFF. LEVEL
S.S.M. 210264	S.S.M. 210255	-4.315	DIFF. LEVEL
S.S.M. 210255	S.S.M. 210258	+0.299	DIFF. LEVEL
S.S.M. 210258	S.S.M. 210259	+0.227	DIFF. LEVEL
S.S.M. 210259	S.S.M. 210260	-2.081	DIFF. LEVEL
S.S.M. 210260	S.S.M. 210262	+1.301	DIFF. LEVEL
S.S.M. 210262	S.S.M. 210261	-1.716	DIFF. LEVEL
S.S.M. 210261	S.S.M. 210263	+0.835	DIFF. LEVEL

MARK	AND VALUE	CLASS	COORDINATES	HEIGHT DATUM VALIDATION	STATE
S.S.M. 29981	735.992	LC	N/A	SCMS ADJUSTED	FOUND
S.S.M. 210258	707.458	LC	N/A	FROM SCMS-DATUM VALIDATION	FOUND
S.S.M. 210259	706.763	LC	N/A	FROM SCMS-DATUM VALIDATION	FOUND
S.S.M. 210260	706.018	B	N/A	FROM SCMS-DATUM VALIDATION	FOUND
S.S.M. 210262	704.284	B	N/A	FROM SCMS-DATUM VALIDATION	FOUND
S.S.M. 210261	706.321	B	N/A	FROM SCMS-DATUM VALIDATION	FOUND
S.S.M. 210258	707.761	LC	N/A	FROM SCMS-DATUM VALIDATION	FOUND
S.S.M. 210259	705.275	LC	N/A	PLACED	PLACED
S.S.M. 210260	701.831	LC	N/A	PLACED	PLACED
S.S.M. 210262	683.670	LC	N/A	PLACED	PLACED
S.S.M. 210261	684.319	LC	N/A	PLACED	PLACED
S.S.M. 210255	689.514	LC	N/A	PLACED	PLACED

MARK	AND VALUE	CLASS	COORDINATES	HEIGHT DATUM VALIDATION	STATE
S.S.M. 29981	735.992	LC	N/A	SCMS ADJUSTED	FOUND
S.S.M. 210258	707.458	LC	N/A	FROM SCMS-DATUM VALIDATION	FOUND
S.S.M. 210259	706.763	LC	N/A	FROM SCMS-DATUM VALIDATION	FOUND
S.S.M. 210260	706.018	B	N/A	FROM SCMS-DATUM VALIDATION	FOUND
S.S.M. 210262	704.284	B	N/A	FROM SCMS-DATUM VALIDATION	FOUND
S.S.M. 210261	706.321	B	N/A	FROM SCMS-DATUM VALIDATION	FOUND
S.S.M. 210258	707.761	LC	N/A	FROM SCMS-DATUM VALIDATION	FOUND
S.S.M. 210259	705.275	LC	N/A	PLACED	PLACED
S.S.M. 210260	701.831	LC	N/A	PLACED	PLACED
S.S.M. 210262	683.670	LC	N/A	PLACED	PLACED
S.S.M. 210261	684.319	LC	N/A	PLACED	PLACED
S.S.M. 210255	689.514	LC	N/A	PLACED	PLACED

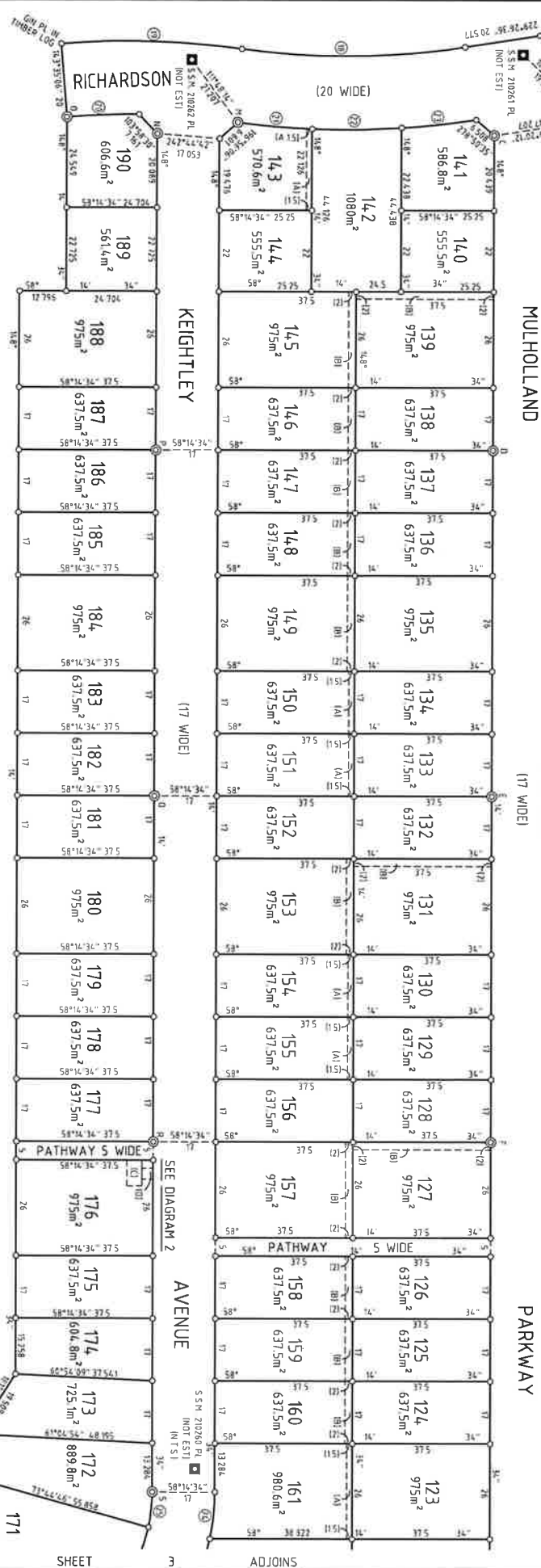


SCHEDULE OF REFERENCE MARKS			
CODE	BRAND	DISTANCE	FROM
G	239.551075	4.358	RM Dk W PL
H	239.551075	12.811	RM Dk W PL
I	239.551075	4.285	RM Dk W PL
J	239.551075	10.743	RM Dk W PL
K	239.551075	12.972	RM Dk W PL
L	239.551075	11.518	RM Dk W PL
M	239.551075	4.352	RM Dk W PL
N	239.551075	12.948	RM Dk W PL
O	239.551075	4.365	RM Dk W PL
P	239.551075	12.948	RM Dk W PL
Q	239.551075	4.365	RM Dk W PL
R	239.551075	12.948	RM Dk W PL
S	239.551075	4.365	RM Dk W PL
T	239.551075	12.948	RM Dk W PL
U	239.551075	4.365	RM Dk W PL
V	239.551075	12.948	RM Dk W PL
W	239.551075	4.365	RM Dk W PL
X	239.551075	12.948	RM Dk W PL
Y	239.551075	4.365	RM Dk W PL
Z	239.551075	12.948	RM Dk W PL

SCHEDULE OF SHORT LINES & ARCS			
CHORD		ARC	
NO.	BEARING	DISTANCE	RADIUS
1	155°-02'-47"	12.786	61.8
2	155°-28'-42"	9.648	61.8
3	155°-28'-42"	9.648	61.8
4	120°-06'-42"	8.653	44.8
5	120°-06'-42"	8.653	44.8
6	120°-06'-42"	8.653	44.8
7	120°-06'-42"	8.653	44.8
8	120°-06'-42"	8.653	44.8
9	120°-06'-42"	8.653	44.8
10	120°-06'-42"	8.653	44.8
11	120°-06'-42"	8.653	44.8
12	120°-06'-42"	8.653	44.8
13	120°-06'-42"	8.653	44.8
14	120°-06'-42"	8.653	44.8
15	120°-06'-42"	8.653	44.8
16	120°-06'-42"	8.653	44.8
17	120°-06'-42"	8.653	44.8
18	120°-06'-42"	8.653	44.8
19	120°-06'-42"	8.653	44.8
20	120°-06'-42"	8.653	44.8
21	120°-06'-42"	8.653	44.8
22	120°-06'-42"	8.653	44.8
23	120°-06'-42"	8.653	44.8
24	120°-06'-42"	8.653	44.8
25	120°-06'-42"	8.653	44.8
26	120°-06'-42"	8.653	44.8
27	120°-06'-42"	8.653	44.8
28	120°-06'-42"	8.653	44.8
29	120°-06'-42"	8.653	44.8
30	120°-06'-42"	8.653	44.8
31	120°-06'-42"	8.653	44.8
32	120°-06'-42"	8.653	44.8
33	120°-06'-42"	8.653	44.8
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72	120°-06'-42"	8.653	44.8
73	120°-06'-42"	8.653	44.8
74	120°-06'-42"	8.653	44.8
75	120°-06'-42"	8.653	44.8
76	120°-06'-42"	8.653	44.8
77	120°-06'-42"	8.653	44.8

PT. 191

- (A) EASEMENT TO DRAIN WATER 15 WIDE
- (B) EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH
- (C) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4, 2 WIDE
- (D) EASEMENT FOR UNDERGROUND POWERLINES 3 WIDE



SCHEDULE OF REFERENCE MARKS			
GRN	BEARING	DISTANCE	REMARKS
B	84°53'30"	14.272	RM DN 1/4 W PL
C	100°42'00"	19.564	RM SSW 1/2024 PL
D	78°07'42"	5.963	RM DN 1/4 W PL
E	144°52'42"	8.308	RM DN 1/4 W PL
F	144°52'42"	6.481	RM DN 1/4 W PL
G	75°07'30"	12.946	RM DN 1/4 W PL
H	74°07'30"	6.499	RM DN 1/4 W PL
I	74°52'32"	17.644	RM DN 1/4 W PL
J	245°55'40"	4.411	RM DN 1/4 W PL
K	245°55'40"	12.941	RM DN 1/4 W PL
L	164°52'42"	4.413	RM DN 1/4 W PL
M	114°44'14"	21.203	RM SSW 1/2024 PL
N	245°55'40"	8.700	RM DN 1/4 W PL
O	130°55'44"	4.436	RM DN 1/4 W PL
P	220°47'35"	4.374	RM DN 1/4 W PL
Q	238°55'57"	12.948	RM DN 1/4 W PL
R	237°52'44"	4.391	RM DN 1/4 W PL
S	245°55'40"	4.366	RM DN 1/4 W PL
T	245°55'40"	12.955	RM DN 1/4 W PL

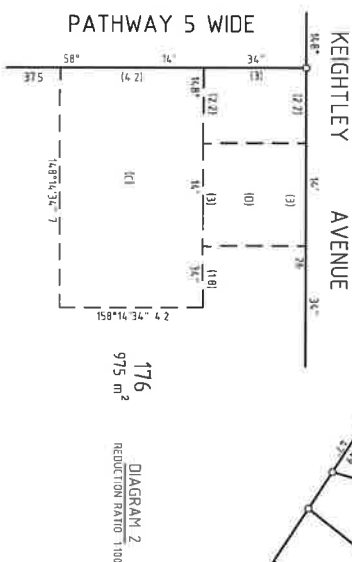
SCHEDULE OF ARS			
No	CHORD		ARC
	BEARING	DISTANCE	
1	231-3-06-	151.941	15.513
7	220-4-23-7	144.748	16.834
10	231-4-31-11	61.025	211.968
18	239-4-7-26	49.292	42.788
19	239-4-7-26	19.171	19.782
20	5-6-0-06-	19.171	19.782
21	6-3-03-15-	20.363	21.807
23	5-7-30-11-	21.502	23.969
25	15-1-07-35-	20.432	21.969
26	15-1-07-35-	12.784	61.8
27	15-1-07-35-	9.608	12.807
29	15-1-07-35-	44.8	9.607

SURVEYOR: ANDREW CRAWFORD BURGE  
of Vermont & Ralph, P.O. Box 16, Balltown N.S.W. 2755  
DATE OF SURVEY: 07/07/2024  
SURVEYORS REFERENCE: 230109A  
20M (PARTIAL)

PLAN OF  
SUBDIVISION OF LOT 1126 IN DP1215618  
AND LOT 38 IN DP1055620


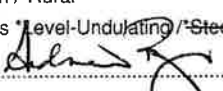

L.G.A: BATHURST REGIONAL  
Locality: WINDRADYNE  
Subdivision No.: 2024/6  
Lengths are in metres. Reduction Ratio 1:750

Registered  
13/05/2024


DP1304135



WARNING: Creasing or folding will lead to rejection

PLAN FORM 6 (2020)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)	
Office Use Only		Office Use Only		Office Use Only	
Registered:  13/05/2024		DP1304135			
Title System: TORRENS					
PLAN OF SUBDIVISION OF LOT 1126 IN DP1215618 AND LOT 38 IN DP1055620		L.G.A.: BATHURST REGIONAL Locality: WINDRADYNE Parish: MOUNT PLEASANT County: BATHURST			
Survey Certificate I, <u>ANDREW CRAWFORD BURGE</u> of <u>VOERMAN &amp; RATSEP, P.O. BOX 16, BATHURST N.S.W. 2795</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that:  *(a) <del>The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on .....</del>  *(b) The part of the land shown in the plan ( <del>*being/*excluding ^</del> .....) ALL BOUNDARIES SHOWN AS PO was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>02/02/2024</u> the part not surveyed was compiled in accordance with that Regulation.  *(c) <del>The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</del>  Datum Line: <u>SSM62454 - PM147999</u> Type: <del>*Urban/*Rural</del> The terrain is <u>Level-Undulating</u> / <del>*Steep Mountainous</del> Signature:  Dated: <u>8.2.2024</u> Surveyor Identification No: <u>51</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  * Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		<del>Crown Lands NSW / Western Lands Office Approval</del>  I ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: ..... Date: ..... File Number: .....  Office: .....			
		Subdivision Certificate I, <u>Neil Southorn</u> *Authorised Person /*General Manager /*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.  Signature:  Registration number: ..... Consent Authority: <u>BATHURST REGIONAL COUNCIL</u> Date of endorsement: <u>2 May 2024</u> Subdivision Certificate number: <u>2024/6</u> File number: <u>D.A. No. 2018/395</u>  * Strike through if inapplicable			
Plans used in the preparation of survey / compilation.  D.P. 852497 D.P. 862511 D.P. 1029086 D.P. 1055620 D.P. 1215618		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  IT IS INTENDED TO DEDICATE THE EXTENSION OF RICHARDSON STREET & GOVERNORS PARADE TO THE PUBLIC AS PUBLIC ROAD  IT IS INTENDED TO DEDICATE MULHOLLAND PARKWAY, KEIGHTLEY AVENUE & PATHWAYS 5 WIDE TO THE PUBLIC AS PUBLIC ROAD  If space is insufficient continue on PLAN FORM 6A			
SURVEYOR'S REFERENCE: 23007DPA 20M (PARTIAL)		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

WARNING: Creasing or folding will lead to rejection

PLAN FORM 6A (2020)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 5 sheet(s)																																																																																																																																																												
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PLAN FORM 6A (2020)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:



13/05/2024

Office Use Only

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DP1304135

PLAN OF

SUBDIVISION OF LOT 1126 IN DP1215618  
AND LOT 38 IN DP1055620

Subdivision Certificate number: 2024/6

Date of Endorsement: 2 May 2024

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


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

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
130	35	MULHOLLAND	PARKWAY	WINDRADYNE
131	37	MULHOLLAND	PARKWAY	WINDRADYNE
132	39	MULHOLLAND	PARKWAY	WINDRADYNE
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138	51	MULHOLLAND	PARKWAY	WINDRADYNE
139	53	MULHOLLAND	PARKWAY	WINDRADYNE
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151	36	KEIGHTLEY	AVENUE	WINDRADYNE
152	34	KEIGHTLEY	AVENUE	WINDRADYNE
153	32	KEIGHTLEY	AVENUE	WINDRADYNE
154	30	KEIGHTLEY	AVENUE	WINDRADYNE
155	28	KEIGHTLEY	AVENUE	WINDRADYNE
156	26	KEIGHTLEY	AVENUE	WINDRADYNE
157	24	KEIGHTLEY	AVENUE	WINDRADYNE
158	22	KEIGHTLEY	AVENUE	WINDRADYNE
159	20	KEIGHTLEY	AVENUE	WINDRADYNE




If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 23007DPA  
20M (PARTIAL)

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WARNING: Creasing or folding will lead to rejection

PLAN FORM 6A (2020)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 5 sheet(s)	
Registered:  13/05/2024		Office Use Only		Office Use Only	
PLAN OF  SUBDIVISION OF LOT 1126 IN DP1215618 AND LOT 38 IN DP1055620		<b>DP1304135</b>  This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> - Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals - see 195D <i>Conveyancing Act 1919</i> - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.			
Subdivision Certificate number: 2024/6 Date of Endorsement: 2 May 2024					
<p>PURSUANT TO SECTION 88B OF THE <i>CONVEYANCING ACT 1919</i>,</p> <p>IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"><li>1. EASEMENT TO DRAIN WATER 1.5 WIDE</li><li>2. EASEMENT TO DRAIN WATER 2 WIDE &amp; VARIABLE WIDTH</li><li>3. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE</li><li>4. EASEMENT FOR UNDERGROUND POWERLINES 3 WIDE</li><li>5. RESTRICTION ON THE USE OF LAND</li></ol> <p>BATHURST REGIONAL COUNCIL</p> <div><div><p>Signed for and on behalf of Bathurst Regional Council by its Attorney Neil Southorn being the person of the time being holding or fulfilling the duties of Acting General Manager of Bathurst Regional Council, following Council's resolution at its meeting dated 16 June 2004, states that at the date of execution of this present instrument he/she has received no notice of revocation of the Power of Attorney Registered Book 4429 No 885 by virtue of which he/she has executed the within document.</p></div><div><p>Witnessed by</p><p>Kerry Davison Bathurst Regional Council 158 Russell Street BATHURST NSW 2795</p></div></div>					
<p>If space is insufficient use additional annexure sheet</p>					
SURVEYOR'S REFERENCE: 23007DPA 20M (PARTIAL)					

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

(Sheet 1 of 3 Sheets)

Plan: **DP1304135**

Plan of subdivision of lot 1126 in DP1215618  
 and Lot 38 in DP1055620 covered by  
 Subdivision Certificate No. 2024/6 dated 2 May 2024

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

Bathurst Regional Council  
 158 Russell Street  
 Bathurst NSW 2795

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.5 wide	113 111 143 151 150 155 154 161 165	112 113 & 112 144 152 151 & 152 156 155 & 156 162 166
2	Easement to drain water 2 wide and variable width	100 102 114 149 148 147 146 145 139 153 131 160 159 158 157 127 164 163 162 121	Lots 24, 25 & 26 in DP852497 and Lots 1 & 2 in DP862511 100, Lots 24, 25 & 26 in DP852497 & Lots 1 and 2 in DP862511 111, 113 & 112 150, 151 & 152 149, 150, 151 & 152 148, 149, 150, 151 & 152 147, 148, 149, 150, 151 & 152 146, 147, 148, 149, 150, 151 & 152 145, 146, 147, 148, 149, 150, 151 & 152 154, 155 & 156 153, 154, 155 & 156 161 & 162 160, 161 & 162 159, 160, 161 & 162 158, 159, 160, 161 & 162 157, 158, 159, 160, 161 & 162 165 & 166 164, 165 & 166 163, 164, 165 & 166 162, 163, 164, 165 & 166
3	Easement for multi-purpose electrical installation 4.2 wide	176	Essential Energy
4	Easement for underground powerlines 3 wide	176	Essential Energy
5	Restriction on the use of land	100 to 190 inclusive	Every other lot excluding 191

*Jeff M. Bice* *[Signature]*

(Sheet 2 of 3 Sheets)

Plan: **DP1304135**

Plan of subdivision of lot 1126 in DP1215618  
and Lot 38 in DP1055620 covered by  
Subdivision Certificate No. 2024/6 dated 2 May 2024

## PART 2 (Terms)

### Terms of Easement thirdly referred to in the abovementioned plan:

Easement for multi-purpose electrical installation the terms of which are set out in Part C of Memorandum AG189384.

### Terms of Easement fourthly referred to in the abovementioned plan:

Easement for underground powerlines the terms of which are set out in Part B of Memorandum AG189384.

### Terms of Restriction fifthly referred to in the abovementioned plan:

- (a) The main building erected on each lot burdened shall not be used otherwise than for residential purposes, which may include a home occupation, home office or home industry.
- (b) The main building erected on each lot burdened shall not have any internal floor area of less than 140 square metres exclusive of any garage, verandah, carport, covered and uncovered patio and basement.
- (c) No building shall be erected on each lot burdened having external walls (not including windows) constructed of material other than brick or masonry or other external building cladding as approved by the Bathurst Regional Council, or a combination thereof and where other than brick or masonry is used shall not be used other than as an infill or feature and shall not comprise more than 25% of the total external wall area.
- (d) No garage or shed shall be constructed on the lot burdened between the front building line of the main building and the street alignment.
- (e) Except during the course of construction of building on each lot burdened no shed or machinery, metal, tiles, timber, bricks or any other building material shall be placed on the land between the building alignment and the street or between the building alignment and any public reserve.
- (f) No building constructed on the land shall have a flat roof.
- (g) Except during the course of construction of buildings, no advertisements shall be painted and/or fixed and/or displayed on any building erected on each lot burdened and no advertisement, hoarding or sign shall be erected on any part of each lot burdened save for signs relating to the sale or lease of the lot on which the sign is erected not exceeding 1 square metre and save for signs required by law.
- (h) No building erected on any lot shall be used for any commercial, manufacturing, industrial or retail purpose and no offensive or noisy trade or activity, including the breeding and kennelling of dogs and cats should be carried out on any lot burdened.
- (i) No fence shall be erected on each lot burdened closer to the street frontage than either the line of the wall of any building closest to and facing that street or 6 metres whichever distance is greater except that where the lot burdened is a corner lot no fence shall be erected on the side boundary street frontage between the building alignment and the front street alignment of the said lot.
- (j) No boundary fence will be erected on a lot unless such fence is constructed of dark green pre-coloured metal panels such as Colorbond or an approved equivalent and shall not exceed eighteen hundred (1800) millimetres in height.
- (k) Whenever the Bathurst Regional Council, its respective successors or assigns other than the purchasers on sale remain the registered proprietor of a lot benefited no fence shall be erected on a lot burdened so as to divide it from a lot benefited without the consent in writing of the registered proprietor of the lot benefited but such consent shall not be withheld if such fence is erected without the expense to the registered proprietor of the lot benefited and in favour of any person dealing with the registered proprietor for the time being of the land burdened such

*Julie M. Bice*

*[Signature]*

(Sheet 3 of 3 Sheets)

Plan: **DP1304135**

Plan of subdivision of lot 1126 in DP1215618  
and Lot 38 in DP1055620 covered by  
Subdivision Certificate No. 2024/6 dated 2 May 2024

consent shall be deemed to have been given in respect of every fence for the time being erected.

The name of the body whose consent is required to vary or modify the Restriction as to use of the land fifthly referred to in the abovementioned plan is Bathurst Regional Council and the cost of any such release, variation or modification made by a Registered Proprietor of a Lot burdened shall be at the expense of that person seeking the same.

#### BATHURST REGIONAL COUNCIL

Signed for and on behalf of Bathurst Regional Council by its Attorney Neil Southorn being the person of the time being holding or fulfilling the duties of Acting General Manager of Bathurst Regional Council, following Council's resolution at its meeting dated 16 June 2004, states that at the date of execution of this present instrument he/she has received no notice of revocation of the Power of Attorney Registered Book 4429 No 885 by virtue of which he/she has executed the within document.



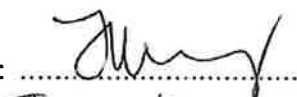
Witnessed by



Kerry Davison  
Bathurst Regional Council  
158 Russell Street  
BATHURST NSW 2795

Executed by **ESSENTIAL ENERGY**  
by its duly appointed attorney under  
Power of attorney Book 4745 No. 85  
in the presence of:

Signature of witness:




Name of Witness:

James Kay

Address of witness:

8 Butler Street  
P.O. Macquarie

Signature of attorney:



Name of attorney:

Melissa Bice

Title of attorney:

Head of Legal

REGISTERED:

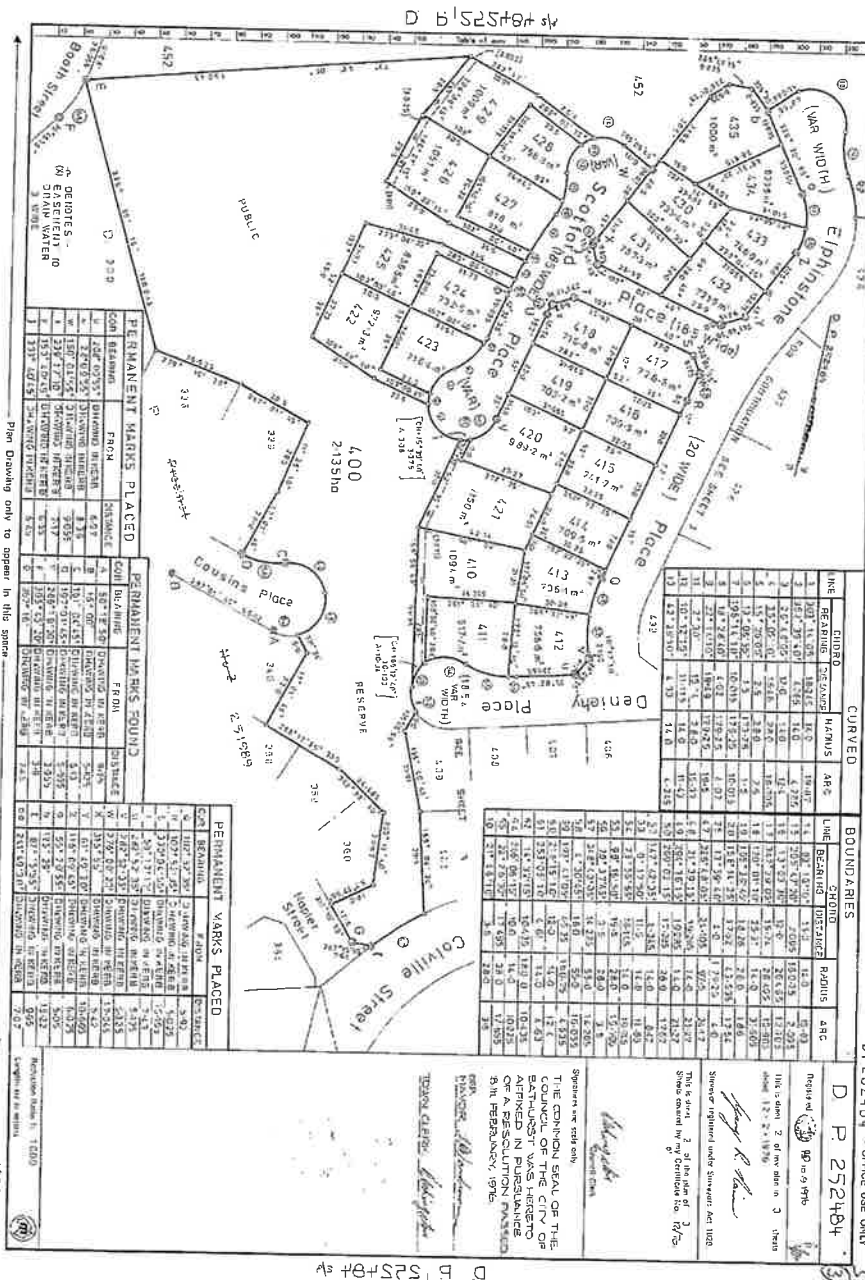


13/05/2024











# FRAME 1

1. Jack Hayward Watson, Regimental Quartermaster for New South Wales, CEF, for his photograph made as a New South Wales document in my custody the 14th day of September, 1976.

Fig 8-11: 6, 6, 9, 5

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATER PURSUANT TO SECTION 5824, CONVEYANCING ACT, 1979

PAGE 1 OF 1. SHEET

PLAN:

DP252984

PART I

Subdivision of Lot 378 in D.P.+251989 being part of the land in Certificate of Title Volume 13962 Folio 206 and covered by Council Clerk's Certificate No. 12/76 dated 2.4.1976.

FILED, NAME AND ADDRESS OF  
PROPRIETOR OF LAND:

THE COUNCIL, OF THE CITY OF BATHURST,  
CIVIC Centre, Russell Street, BATHURST

1. Identity of person  
freely referred to in  
above mentioned plan:

Financials to trial were 2 weeks.

SCHEDULE OF LOTS ETC., AFFECTED.

1.0113 BURTONNE

LOTS, NAME OF ROAD OR AUTHORITY BENEFITED

710  
421  
426  
129

Дружелюбно и тепло

၆၃၂

Bentley Place

၆၃၂

2501

၆၃၂

152

## PART II

[illegible]

THE COMMON NAME OF THE COUNTRY  
OF THE CITY OF BATHURST WAS

herewith affixed on the 26th day of June, 1976, in pursuance of a resolution of the Council made on the 23rd day of June, 1976.

MAY 5/19

TOWN CLERK

WITNESSES

FRAME 2

I, Jack Howard Whitely, Registrar General for New South Wales, certify that this resolution is a photocopy made on a permanent record of a document in my custody this 14th day of September, 1976.

*Jonathan*

ENB 8 FINE 618 kgd  
INSTRUMENT SETTING OUT INTERESTS CREATED  
PURSUANT TO SECTION 88B, CONVEYANCING ACT,  
1919, LONGTWO WITH DP252484 (20) SEP 15 4 1116





D.P. 264043  
 Registered: 28-4-1983  
 This is a plat map of a subdivision of land in the County of ...  
 dated 28-4-1983.  
 This is a plat map of a subdivision of land in the County of ...  
 dated 28-4-1983.  
 Surveyor registered under Surveyors Act 1970.  
 Signature of Surveyor  
 Council Clerk  
 Expenses and fees only.  
 BY COMMON RES. OF THE COUNCIL OF THE ...  
 THE ...  
 IN RESOLUTION OF A RESOLUTION OF COUNCIL ...  
 SEC. ON ...  
 VOD ...  
 NEW CLERK ...

PLAN FORM 3  
 To be used in conjunction with Plan Form 2  
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION  
 OFFICE USE ONLY

INSTRUMENT SUTTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CHARGED PURSUANT TO SECTION 89A OF CONVEYANCE ACT, 1919

Length: 10 metres

Page 1 of 4 pages

Plan: DP264043

PART 1

Plan of subdivision of lot 2 in U.P.  
25154 and lot 3 in U.P.  
25444 covered by Council Clerk's  
Certificate No. 25/82 of 15th September,  
1982.

Full name and address of  
registered proprietor of  
the land:

The Council of the City of Maitland  
Civic Centre, James Street, Bathurst  
Corporation, 217 Main Street, Orange

1. Identity of restriction  
firstly referred to in  
the above-mentioned plan

Schedule of lots affected

Restriction as to user

Lots burdened

460 to 466 inclusive

Lots benefited

Every other lot.

2. Identity of restriction  
secondly referred to in  
the above-mentioned plan

Schedule of lots affected

Restriction as to user

Lots burdened

461, 463, 464, 466

Lots benefited

460, 462, 465

3. Identity of restriction  
thirdly referred to in  
the above-mentioned plan

Schedule of lots affected

Restriction as to user

Lots burdened

460, 462, 465

Lots benefited

461, 463, 464, 466

PART 2

Terms of restriction as to user firstly referred to in above-mentioned plan

- (a) The main building erected on each  
lot burdened shall not be used  
otherwise than for residential purposes.  
(b) The main building erected on each  
lot burdened shall not have an  
internal floor area of less than  
80 sq. metres.

INSTRUMENT SUTTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CHARGED PURSUANT TO SECTION 89A OF CONVEYANCE ACT, 1919

Length: 10 metres

Page 3 of 4 pages

PART 3

DP264043

Plan of subdivision of lot 2 in U.P.  
25154 and lot 3 in U.P.  
25444 covered by Council Clerk's  
Certificate No. 25/82 of 15th September,  
1982.

(k) Where common drainage lines are  
constructed within each lot burdened  
the drainage shall be constructed  
directly into such common drainage  
lines at the construction points  
provided.

(l) Except during the course of construction  
of buildings, no advertising hoarding  
or signs shall be displayed or  
erected on each lot burdened.

(m) Each lot burdened shall not be  
further subdivided.

(n) No fence shall be erected on the side  
or rear boundaries of each lot  
burdened to a height greater than  
1.80 m.

(o) No fence shall be erected on each  
lot burdened closer to the street  
frontage than either the line of  
the wall of any building erected  
on and facing that street or 6 metres  
whichever distance is the greater.

Terms of restriction as to user secondly referred to in above-mentioned plan  
Notwithstanding that the Bathurst-Orange Development  
Corporation or its assignee other than  
proprietor of a lot burdened no fence  
shall be erected on that lot burdened  
closer to the street frontage than either  
the wall of any building erected on  
and facing that street or 6 metres  
whichever distance is the greater.  
Notwithstanding that the Bathurst-Orange Development Corporation or  
its assignee but such consent shall not be  
withheld if such fence is erected adjacent  
to the street frontage of a lot burdened  
of any person dealing with the registered  
proprietor for the lot burdened such consent shall be deemed to  
have been given if the person erecting the fence for the lot burdened  
leave for the time being erected.

FRAME 1

I, Bruce Richard Davies, Under Secretary for Lands and  
Registrar-General for New South Wales, certify that this  
document is a true and correct copy of the original document  
in my custody this day.

3rd May, 1983



EXCLUDING SETTING OUT VIEWS OF EASTMENTS AND RESTRICTIONS AS TO WHEN  
INTENDED TO BE CARRIED FORWARD TO SECTION 238 OF CONVEYANCING ACT, 1919

being used in meters

Page 2 of 4 pages

12000

Plant of subdivision of Lot 2 in D.F.  
20332 and lots 443 and 444 to D.F.  
25346 covered by Council Clerk's  
Certificate No. 35/62 of 18th September,  
1963.

- (c) No iron building or garage shall be erected on such lot bounded having external wall a south by-law, station or platform, or a combination thereof and where other than brick or concrete is used it shall not be used other than as a fence and no part of the building shall be used as a wall or as a wall and roof to such an building or garage shall not be of material other than terra cotta or concrete tiles.
- (d) No wall or iron gate building, erected on such lot bounded shall be constructed by walls 1.6 metres of other side boundary.
- (e) No more higher than 4 metres on each lot bounded shall be destroyed or removed without the prior written consent of the Council at the day of building.
- (f) No garages or trailers or ungaraged vehicles shall be parked or placed on such lots bounded.
- (g) Except during the course of construction of buildings on each lot bounded no shed or structure, sign, light, banner, board or any other building or structure shall be erected on such lot and between the building, signpost and the street.
- (h) Vehicular access to each lot bounded shall not be alternative than from the public road fronting the lot.
- (i) No electrically connected shall be made to such lot bounded unless it be made in accordance with the installation placed and approved to the satisfaction of the Southern Midland Supply Council.
- (j) No telephone connected shall be made to such lot bounded unless it be placed underground to the satisfaction of the Southern Midland Supply Council and on a satisfactory telecommunications channel.

INSTRUMENT SETTING OUT INTERESTS CREATED  
PURSUANT TO SECTION 604, CONVEYANCING ACT.

1919, LODGED WITH DP 261043  28-4-1983

INFRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USE,  
INTENDED TO BE CREATED PURSUANT TO SECTION 820 OF CONVEYANCING ACT, 1919

Available in paperback

Page 1 of 1

### Plans:

Plan of Subdivision of Lot 2 in D.P.  
263392 and Lots 443 and 444 in D.P.  
253284 covered by Council Clerk's  
Certificate No. 35/82 of 15th September  
1982.

Terms of rectification as to user briefly referred to in above-mentioned paragraph

Members of the Council of the City of Baltimore are to be assigned either their own ward or a portion of the ward. It is the property of a lot limited to one fence shall be divided into the lot burdened so as to be visible to the lot benefited and the fence adjacent to the lot benefited shall be constructed in writing of the Council of the City of Baltimore. The Council of the City of Baltimore shall have the right to assign the lot benefited to any one of the lots in the ward. The lot benefited shall be visible to the lot benefited and the fence adjacent to the lot benefited shall be constructed in writing of the Council of the City of Baltimore. The Council of the City of Baltimore shall have the right to assign the lot benefited to any one of the lots in the ward. The lot benefited shall be visible to the lot benefited and the fence adjacent to the lot benefited shall be constructed in writing of the Council of the City of Baltimore.

None of authority expounded in reports, very or edify instruction as to what directly and indirectly referred to in the above mentioned plan:

Council of the City of Rochester.

Name of author(s) responsible to release: Vary or notify postaction in to user  
knownly referred to in the above mentioned plant

Public-Private Development Corporation

The Common Seal of the Council of the City of Bathurst, Proprietor, was hereunto affixed in pursuance of a resolution of Council

22 December, 1982

Tom Clerk ..... Chairman

Signed in my presence by John Raymond  
Robertson is personally known to me

Signature of witness

NAME OF WITNESS  
FAC. HARRISON, NEVILLE...

Qualification of witnesses

*John A. ...*  
 Delegate of the Communist ...

# FRAME 2

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

3rd May, 1903

Y	0	6	3	A	2	A
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PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

<p>DP 774317</p> <p>Diagram 1</p> <p>Diagram 2</p> <p>Diagram 3</p> <p>Diagram 4</p> <p>Diagram 5</p> <p>Diagram 6</p> <p>Diagram 7</p> <p>Diagram 8</p> <p>Diagram 9</p> <p>Diagram 10</p> <p>Diagram 11</p> <p>Diagram 12</p> <p>Diagram 13</p> <p>Diagram 14</p> <p>Diagram 15</p> <p>Diagram 16</p> <p>Diagram 17</p> <p>Diagram 18</p> <p>Diagram 19</p> <p>Diagram 20</p> <p>Diagram 21</p> <p>Diagram 22</p> <p>Diagram 23</p> <p>Diagram 24</p> <p>Diagram 25</p> <p>Diagram 26</p> <p>Diagram 27</p> <p>Diagram 28</p> <p>Diagram 29</p> <p>Diagram 30</p> <p>Diagram 31</p> <p>Diagram 32</p> <p>Diagram 33</p> <p>Diagram 34</p> <p>Diagram 35</p> <p>Diagram 36</p> <p>Diagram 37</p> <p>Diagram 38</p> <p>Diagram 39</p> <p>Diagram 40</p> <p>Diagram 41</p> <p>Diagram 42</p> <p>Diagram 43</p> <p>Diagram 44</p> <p>Diagram 45</p> <p>Diagram 46</p> <p>Diagram 47</p> <p>Diagram 48</p> <p>Diagram 49</p> <p>Diagram 50</p> <p>Diagram 51</p> <p>Diagram 52</p> <p>Diagram 53</p> <p>Diagram 54</p> <p>Diagram 55</p> <p>Diagram 56</p> <p>Diagram 57</p> <p>Diagram 58</p> <p>Diagram 59</p> <p>Diagram 60</p> <p>Diagram 61</p> <p>Diagram 62</p> <p>Diagram 63</p> <p>Diagram 64</p> <p>Diagram 65</p> <p>Diagram 66</p> <p>Diagram 67</p> <p>Diagram 68</p> <p>Diagram 69</p> <p>Diagram 70</p> <p>Diagram 71</p> <p>Diagram 72</p> <p>Diagram 73</p> <p>Diagram 74</p> <p>Diagram 75</p> <p>Diagram 76</p> <p>Diagram 77</p> <p>Diagram 78</p> <p>Diagram 79</p> <p>Diagram 80</p> <p>Diagram 81</p> <p>Diagram 82</p> <p>Diagram 83</p> <p>Diagram 84</p> <p>Diagram 85</p> <p>Diagram 86</p> <p>Diagram 87</p> <p>Diagram 88</p> <p>Diagram 89</p> <p>Diagram 90</p> <p>Diagram 91</p> <p>Diagram 92</p> <p>Diagram 93</p> <p>Diagram 94</p> <p>Diagram 95</p> <p>Diagram 96</p> <p>Diagram 97</p> <p>Diagram 98</p> <p>Diagram 99</p> <p>Diagram 100</p>		<p>Diagram 101</p> <p>Diagram 102</p> <p>Diagram 103</p> <p>Diagram 104</p> <p>Diagram 105</p> <p>Diagram 106</p> <p>Diagram 107</p> <p>Diagram 108</p> <p>Diagram 109</p> <p>Diagram 110</p> <p>Diagram 111</p> <p>Diagram 112</p> <p>Diagram 113</p> <p>Diagram 114</p> <p>Diagram 115</p> <p>Diagram 116</p> <p>Diagram 117</p> <p>Diagram 118</p> <p>Diagram 119</p> <p>Diagram 120</p> <p>Diagram 121</p> <p>Diagram 122</p> <p>Diagram 123</p> <p>Diagram 124</p> <p>Diagram 125</p> <p>Diagram 126</p> <p>Diagram 127</p> <p>Diagram 128</p> <p>Diagram 129</p> <p>Diagram 130</p> <p>Diagram 131</p> <p>Diagram 132</p> <p>Diagram 133</p> <p>Diagram 134</p> <p>Diagram 135</p> <p>Diagram 136</p> <p>Diagram 137</p> <p>Diagram 138</p> <p>Diagram 139</p> <p>Diagram 140</p> <p>Diagram 141</p> <p>Diagram 142</p> <p>Diagram 143</p> <p>Diagram 144</p> <p>Diagram 145</p> <p>Diagram 146</p> <p>Diagram 147</p> <p>Diagram 148</p> <p>Diagram 149</p> <p>Diagram 150</p> <p>Diagram 151</p> <p>Diagram 152</p> <p>Diagram 153</p> <p>Diagram 154</p> <p>Diagram 155</p> <p>Diagram 156</p> <p>Diagram 157</p> <p>Diagram 158</p> <p>Diagram 159</p> <p>Diagram 160</p> <p>Diagram 161</p> <p>Diagram 162</p> <p>Diagram 163</p> <p>Diagram 164</p> <p>Diagram 165</p> <p>Diagram 166</p> <p>Diagram 167</p> <p>Diagram 168</p> <p>Diagram 169</p> <p>Diagram 170</p> <p>Diagram 171</p> <p>Diagram 172</p> <p>Diagram 173</p> <p>Diagram 174</p> <p>Diagram 175</p> <p>Diagram 176</p> <p>Diagram 177</p> <p>Diagram 178</p> <p>Diagram 179</p> <p>Diagram 180</p> <p>Diagram 181</p> <p>Diagram 182</p> <p>Diagram 183</p> <p>Diagram 184</p> <p>Diagram 185</p> <p>Diagram 186</p> <p>Diagram 187</p> <p>Diagram 188</p> <p>Diagram 189</p> <p>Diagram 190</p> <p>Diagram 191</p> <p>Diagram 192</p> <p>Diagram 193</p> <p>Diagram 194</p> <p>Diagram 195</p> <p>Diagram 196</p> <p>Diagram 197</p> <p>Diagram 198</p> <p>Diagram 199</p> <p>Diagram 200</p>
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Diagram 201

Diagram 202

Diagram 203

Diagram 204

Diagram 205

Diagram 206

Diagram 207

Diagram 208

Diagram 209

Diagram 210

Diagram 211

Diagram 212

Diagram 213

Diagram 214

Diagram 215

Diagram 216

Diagram 217

Diagram 218

Diagram 219

Diagram 220

Diagram 221

Diagram 222

Diagram 223

Diagram 224

Diagram 225

Diagram 226

Diagram 227

Diagram 228

Diagram 229

Diagram 230

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Diagram 267

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Diagram 270

Diagram 271

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Diagram 274

Diagram 275

Diagram 276

Diagram 277

Diagram 278

Diagram 279

Diagram 280

Diagram 281

Diagram 282

Diagram 283

Diagram 284

Diagram 285

Diagram 286

Diagram 287

Diagram 288

Diagram 289

Diagram 290

Diagram 291

Diagram 292

Diagram 293

Diagram 294

Diagram 295

Diagram 296

Diagram 297

Diagram 298

Diagram 299

Diagram 300

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 20th March, 1988

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths in metres

Page 1 of 6 pages

130774.517

Plan:

Plan of Subdivision of Lot 12 in D.P. 701581 covered  
by Council Clerk's Certificate No. 65 of 1987

PART 1

Full name and address of  
registered proprietors of  
the land:

The Council of the City of Bathurst  
Civic Centre, Russell Street, Bathurst  
Bathurst Orange Development Corporation  
247 Anson Street, Orange

1. Identity of easement  
freely referred to in  
above-mentioned Plan:

Basement to drain water 3 wide and variable width.

Schedule of Lots Affected

Lots and Authority Benefited

Lots Burdened

- 4 The Council of the City of Bathurst
- 14 The Council of the City of Bathurst
- 15, 16 The Council of the City of Bathurst
- 17, 18, 19, 20 The Council of the City of Bathurst
- 21, 24, 63
- 24, 63
- 6, 35, 36, 37
- 36, 37
- 37, 48, 49, 50
- 48, 49, 50
- 49, 50
- 50

2. Identity of easement  
freely referred to in  
above-mentioned Plan:

Basement to drain water 3.5 wide.

Schedule of Lots Affected

Lots and Authority Benefited

Lots Burdened

3. Identity of easement  
freely referred to in  
above-mentioned Plan:

Basement to drain water variable width.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths in metres

Page 2 of 6 pages

130774.517

Plan of Subdivision of Lot 12 in D.P. 701581 covered by  
Council Clerk's Certificate No. 65 of 1987

PART 1 (Continued)

Schedule of Lots Affected

Lots and Authority Benefited

- 4 The Council of the City of Bathurst
- 6, 4, The Council of the City of Bathurst
- 7, 6, 4, The Council of the City of Bathurst
- 8, 7, 6, 4, The Council of the City of Bathurst
- 9, 7, 6, 4, The Council of the City of Bathurst
- 10, 9, 7, 6, 4, The Council of the City of Bathurst
- 11, 10, 9, 7, 6, 4, The Council of the City of Bathurst
- 12, 11, 10, 9, 7, 6, 4, The Council of the City of Bathurst
- 23, 24, 63
- 35, 36, 37
- 34

4. Identity of easement  
freely referred to in  
above-mentioned Plan:

Basement for electrical sub-station

Lots Burdened

Schedule of Lots Affected

Lots and Authority Benefited

Lots Burdened

The Southern Mitchell County Council

5. Identity of restriction  
freely referred to in  
above-mentioned Plan:

Restriction as to Use:

Lots Burdened

Schedule of Lots Affected

Lots Benefited

1 to 61 inclusive

Every other lot

PART 2

Terms of Easement freely referred to in above-mentioned Plan:

In easement for the transmission of electricity and for that  
purpose to install all necessary equipment including wires and  
cables together with the right to come and go for the  
purpose of inspecting maintaining replacing and/or  
removing such equipment and to permit every person  
authorised by the Southern Mitchell County Council to enter  
into and upon the servient tenement or any part thereof at

REGISTERED

DP 21-3-87

10 20 30 40 50 60 70 80 90 100 110 120 130 140

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

28th March, 1988

FRAME 1

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO DEEDS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths in metres

Plan: 1) 177 74 33 7

Page 3 of 3 pages  
Plan of Subdivision of Lot 12 in D.P. 703561 covered by  
Council Clerk's Certificate No. 65 of 1987

PART 2 (Continued)

All reasonable lines and to remain there for any reasonable  
time with unobstructed access to the lot or lots and  
to bring and place and leave thereon or remove therefrom  
necessary materials and machinery implements and tools and  
the Southern Mitchell County Council and the persons  
authorised by it will take all reasonable precautions to  
ensure as little disturbance as possible to the surface of  
the lot or lots and the surface of the lot or lots will  
be restored to its original condition. The name of the  
lot or lots is the Southern Mitchell County Council.

Terms of Restriction as to Use of Lot or Lots

- (a) The main building erected on each lot burdened shall  
not be used otherwise than for residential purposes.
- (b) The main building erected on each lot burdened shall  
not have an internal floor area of less than 90 square  
metres.
- (c) No building shall be erected on each lot burdened  
having external walls (not including windows)  
constructed of material other than brick or masonry or  
other external building cladding as approved by the  
Council of the City of Bathurst, or a construction  
thereof, and where other than brick or masonry is used  
it shall not be used other than as an infill or  
feature and shall not comprise more than 25% of the  
total external wall area.
- (d) The roof of buildings on the lot burdened shall not be  
constructed of material other than concrete tiles,  
terra cotta tiles or factory pre-coloured metal  
roofing, excepting that this clause shall not apply to  
the erection of any roof garden and having a floor  
area of less than 9 square metres.
- (e) No garage or shed shall:
  - (i) be constructed on the lot burdened between the  
front building line of the main building and  
the street alignment.
  - (ii) be constructed on the lot burdened between the  
front building line and the rear building line  
of the main building unless it is constructed  
of the same material as the main building.
  - (iii) be constructed on the lot burdened to the rear  
of the rear building line of the main building  
unless such garage or shed is constructed of  
the same material as the main building or of  
timber or of factory pre-coloured metal.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO DEEDS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths in metres

Plan: 177 74 33 7

Page 4 of 3 pages  
Plan of Subdivision of Lot 12 in D.P. 703561 covered by  
Council Clerk's Certificate No. 65 of 1987

PART 2 (Continued)

- (f) No wall or any main building erected on each lot  
burdened shall be constructed within 1.0 metres of  
either side boundary.
- (g) No trees higher than 4 metres on each lot burdened  
shall be removed or removed without the prior  
written consent of the Council of the City of Bathurst.
- (h) No caravans or trailers or unregistered vehicles shall  
be parked or placed on each lot burdened.
- (i) Except during the course of the construction of  
buildings on each lot burdened no steel or masonry,  
metal, timber, bricks or any other building  
material shall be placed on the lot or between the  
building alignment and any public road.
- (j) No electricity connection shall be made to each lot  
burdened unless it be placed underground to the  
satisfaction of the Southern Mitchell County Council.
- (k) No telephone connection shall be made to each lot  
burdened unless it be placed underground to the  
satisfaction of the Telecommunications Commission.
- (l) Where common drainage lines are constructed within  
each lot burdened no roof or surface water shall be  
drained from the lot or otherwise flow into  
any common drainage lines at the connection points  
provided.
- (m) Except during the course of construction of buildings,  
no advertising hoarding or signs shall be displayed or  
erected on each lot burdened.
- (n) Each lot burdened shall not be further subdivided.
- (o) No fence shall be erected on the side or rear  
boundaries of each lot burdened to a height greater  
than 1.000 m.

Boiler

Boiler

Boiler

Boiler

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day,  
28th March, 1988



FRAME 2



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths in metres  
Plan D.P. 774-31-7  
Page 5 of 5 pages  
Plan of Subdivision of Lot 12 in D.P. 703591 covered by  
Council Clerk's Certificate No. 65 of 1987

PART 2 (CONTINUED)

(p) No fence shall be erected on each lot bounded closer  
than the distance of the front boundary of the lot of the  
wall of any building closer to and facing that street  
or 8 metres whichever distance is the greater except  
that where the lot bounded is a corner lot no fence  
shall be erected on the side boundary street frontage  
between the building alignment and the front street  
alignment of the said lot.

(q) Whichever the Council of the City of Bathurst or the  
Bathurst-Orange Development Corporation shall  
respective successors or assigns other than purchasers  
on sale remain the registered proprietor of a lot  
hereafter no fence shall be erected on a lot bounded  
so as to abut on a street or road or the front boundary  
of the lot of the lot bounded except the distance of the  
lot bounded but such consent shall not be unreasonably  
if such fence is erected without expense to the  
registered proprietor of the lot benefited and in  
favour of any person dealing with the registered  
proprietor for the time being of the lot benefited such  
consent shall be deemed to have been given in respect  
of every such fence for the time being erected.

The name of the authority empowered to release vary or  
modify the restriction as to user hereby referred to in the  
aforesaid Plan is the Council of the City of Bathurst.

DATED this 14th day of February One thousand nine hundred and  
eighty-eight.

THE COMMON SEAL OF THE COUNCIL  
OF THE CITY OF BATHURST WAS  
HEREunto affixed in pursuance  
of a resolution of Council  
Passed on 26th January 1988  
Mayor  
Town Clerk

306720

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths in metres  
Plan: D.P. 774-31-7  
Page 6 of 6 Pages  
Plan of Subdivision of Lot 12 in D.P.  
703591 covered by Council Clerk's  
Certificate No. 65 of 1987

Signed in my presence by  
COLIN JOHN WILLIAMS who is  
personally known to me

Signature of Witness  
R. D. Baker

Name of Witness  
R. D. Baker

Qualification of Witness  
Public Servant

Signed for the BATHURST-ORANGE  
DEVELOPMENT CORPORATION  
PROPRIETORS

Signature of the Corporation  
R. D. Baker

REGISTERED 21-3-88

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day.  
28th March, 1988

FRAME 3

Evidence that the plan complies with S. 109J of the Environmental Planning and Assessment Act 1979 furnished and filed with Pps DP1045433

Added to plan 10/03/2003

This is a detailed plat map of a section of land, likely from a historical survey or legal document. The map features several numbered parcels (1-20) and streets including Lavelle Street, Dale Place, and Colordroid Fence. Various measurements are provided throughout the map, such as area in acres (e.g., 69.905, 78.51), square feet (e.g., 1032m², 1033m²), and dimensions (e.g., 10' x 20'). Bearings are also indicated (e.g., S. 71° 17' E.). A north arrow is located in the upper right corner. The map is labeled 'SEE SHEET 2' at the top center.

3' WIDE  
'C' EASEMENT TO DRAIN WATER

SEE SHEET 2

156


SEE SHEET 2

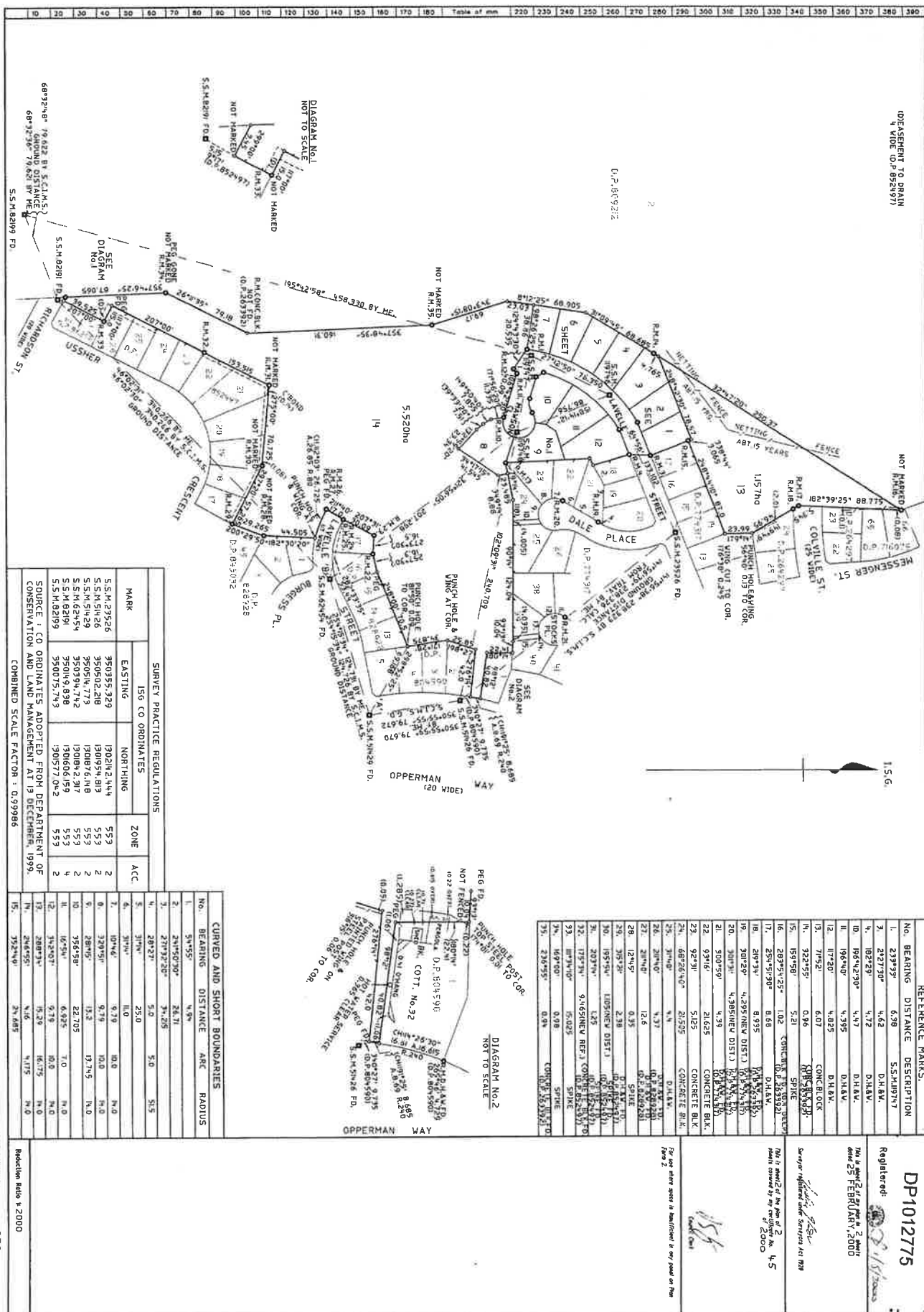
## CURVED AND SHORT BOUNDARIES

[illegible]

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

[illegible]

S 109J CERTIFICATE ADDED IN LPI/NSW VIDE 2003/515  10-3-2003





**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
OF THE CONVEYANCING ACT, 1919**

Lengths in metres

Page 1 of 4 pages

**PART 1**

**DP1012775**

Plan of Subdivision of Lot 38 in D.P. 852497 covered by  
Council Clerk's Certificate No. 45 of 2000  
DATED 24TH MARCH, 2005

Full name and address of registered proprietors of the  
land:

Bathurst City Council  
PMB 17, Bathurst NSW 2795

1. Identity of easement firstly referred to in the  
abovementioned Plan:

Easement to drain water 3 wide.

**Schedule of Lots Affected**

**Lots Burdened**

Lot 2  
Lot 3  
Lot 4  
Lot 5  
Lot 6  
Lot 7

**Lots Benefited**

Lot 1  
Lots 1,2,4,5,6,7 and 14  
Lots 5,6, 7 and 14  
Lots 6,7 and 14  
Lot 7 and 14  
Lot 14

2. Identity of restriction secondly referred to in the  
abovementioned Plan:

Restriction as to User.

**Schedule of Lots Affected**

**Lots Burdened**

Lots 1 to 12

**Lots Benefited**

All lots



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
OF THE CONVEYANCING ACT, 1919**

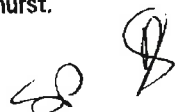
PLAN OF SUBDIVISION OF LOT  
38 IN OF 852497 COVERED BY  
COUNCIL CREDIT CERTIFICATE  
NO 451255 DATED 24TH MARCH  
Page 2 of 4 pages 205

**DP1012775**

**PART 2**

**Terms of Restriction as to User secondly referred to in abovementioned Plan:**

- (a) The main building erected on each lot burdened shall not be used otherwise than for residential purposes.
- (b) The main building erected on each lot burdened shall not have an internal floor area of less than 90 square metres.
- (c) No building shall be erected on each lot burdened having external walls (not including windows) constructed of material other than brick or masonry or other external building cladding as approved by the Council of the City of Bathurst, or a combination thereof, and where other than brick or masonry is used it shall not be used other than as an infill or feature and shall not comprise more than 25% of the total external wall area.
- (d) The roof of buildings on the lot burdened shall not be constructed of materials other than concrete tiles, terra cotta tiles or factory pre-coloured metal roofing, excepting that this clause shall not apply to the erection of any metal garden shed having a floor area of less than 9 square metres.
- (e) No wall or any main building erected on each lot burdened shall be constructed within 1.6 metres of either side boundary.
- (f) No garage or shed shall:
  - (i) Be constructed on the lot burdened between the front building line of the main building and the street alignment.
  - (ii) Be constructed on the lot burdened between the front building line and the rear building line of the main building unless it is constructed of the same materials as the main building.
  - (iii) Be constructed on the lot burdened to the rear of the rear building line of the main building unless such garage or shed is constructed of the same materials as the main building or of timber or of factory pre-coloured metal sheeting excepting that this clause shall not apply to the erection of any metal garden shed having a floor area of less than 9 square metres.
- (g) No trees higher than 4 metres on each lot burdened shall be destroyed or removed without the prior written consent of the Council of the City of Bathurst.



W:\JMS\p\K666-sms.WPD

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
OF THE CONVEYANCING ACT, 1919**

**DP1012775**

PLAN OF SUBDIVISION OF  
LOT 36 IN DP 952477 COVERED  
BY LOCAL COUNCIL CERTIFICATE  
NO 4506 2000 DATED 24/11  
Page 3 of 4 pages MARCH 2000

- (h) (i) No unregistered caravans or trailers or other unregistered vehicles shall be parked or placed on each lot burdened.
- (ii) No caravan or trailer or other vehicle shall be parked on any of the lots burdened between the front building line and the street.
- (iii) No caravan or trailer or other vehicle parked or placed on a lot burdened shall be used as a sleeping place.
- (i) Except during the course of the construction of buildings on each lot burdened no shed or machinery, metal, tiles, timber, bricks or any other building material shall be placed on the land between the building alignment and the street or between the building alignment and any public reserve.
- (j) No electricity connection shall be made to each lot burdened unless it be placed underground to the satisfaction of the relevant electricity supply authority.
- (k) No telephone connection shall be made to each lot burdened unless it be placed underground to the satisfaction of the relevant telecommunication authority.
- (l) Where common drainage lines are constructed within each lot burdened no roof or surface water shall be drained from the land otherwise than directly into such common drainage lines at the connection points provided.
- (m) Except during the course of construction of buildings, no advertising hoarding or signs shall be displayed or erected on each lot burdened.
- (n) Each lot burdened shall not be further subdivided.
- (o) No fence shall be erected on the side or rear boundaries of each lot burdened to a height greater than 1800 mm.
- (p) No fence shall be erected on each lot burdened closer to the street frontage than either the line of the wall of any building closest to and facing that street or 8 metres whichever distance is the greater except that where the lot burdened is a corner lot no fence shall be erected on the side boundary street frontage between the building alignment and the front street alignment of the said lot.
- (q) Whilever the Council of the City of Bathurst its respective successors or assigns other than purchasers on sale remain the registered proprietor of a lot benefited no fence shall be erected on a lot burdened so as to divide it from a lot benefited without the consent in writing of the registered proprietor of the lot benefited but such consent shall not be withheld if such fence is erected without expense to the registered proprietor of the lot benefited and in favour of any person dealing with the registered proprietor for the time being of the lot burdened such consent shall be deemed to have been given in respect of every such fence for the time being erected.

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
OF THE CONVEYANCING ACT, 1919**

**DP1012775**

SUBDIVISION OF LOT 33  
IN OF 852497 COVERED BY COUNCIL  
CLERK CERTIFICATE NO 46/2000 2016  
Page 4 of 4 pages 24th MARCH  
2003

- (r) The authority empowered to release vary or modify the restrictions as to user secondly referred to in the abovementioned Plan is Bathurst City Council.

SIGNED for and on behalf of Bathurst City Council by its Attorney  
~~PHILLIP CHARLES PERRAM~~ being the person for the time being  
holding or fulfilling the duties of General Manager of Bathurst City  
Council and the said Attorney states that at the date of execution of this  
present instrument he has received no notice of revocation of Power of  
Attorney Registered Book 4164 No 843 by virtue of which he has  
executed the within document )



*Stakes*

Signature of Witness

*STACEY PARKES*

Name of Witness (BLOCK LETTER)

*156 Russell St Bathurst NSW*

Address of Witness

*CLERK*

*2795*

REGISTERED



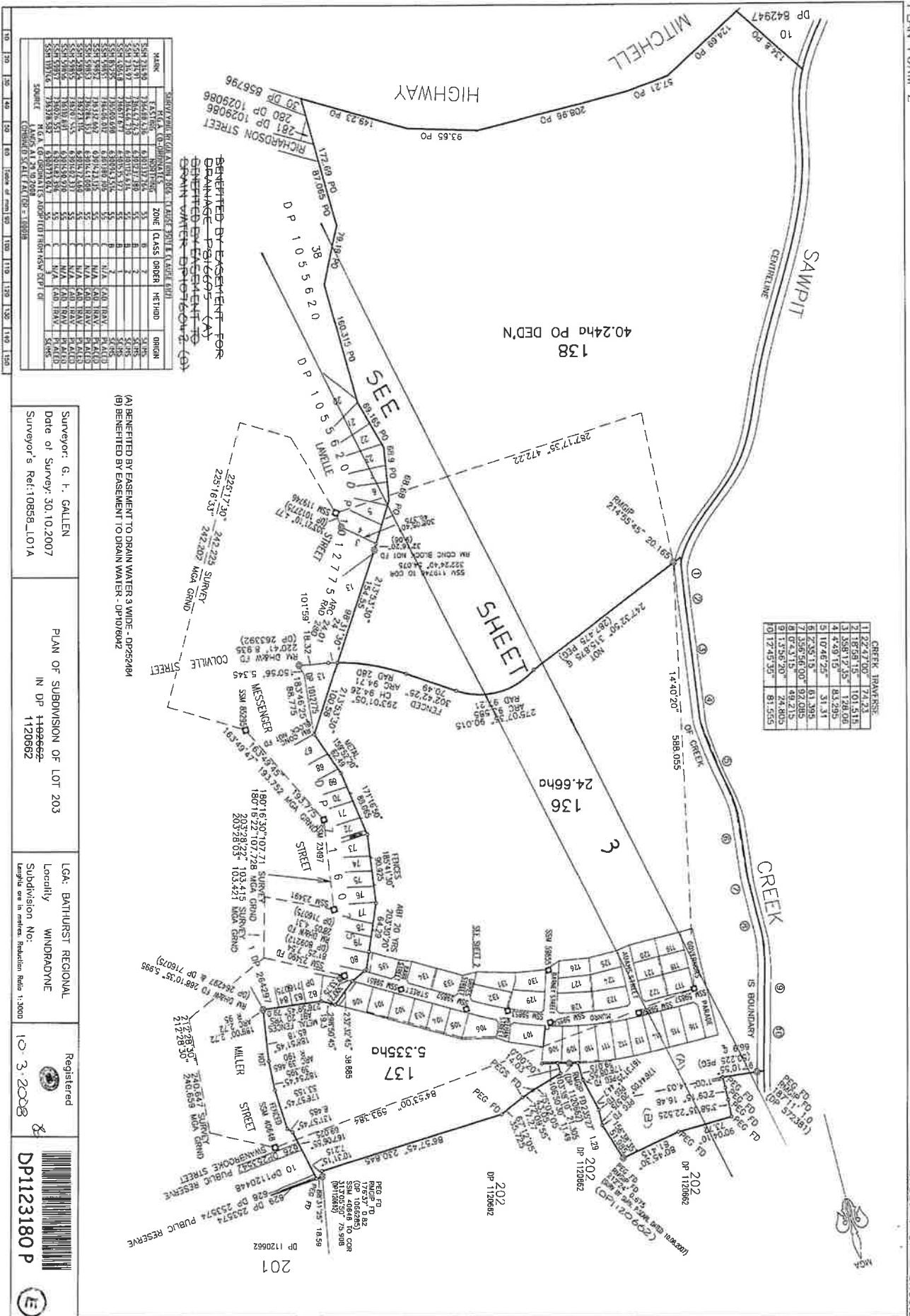
*15/5/2000*

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PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 4 sheets





**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

2 sheets

Number	Boat	Arr. Length	Angle	Even Bearing	Wind Bearing
18	166,400	9.515	3°46.35"	28°14.35"	9.515
			2°56.46"		2.32
19	183,400	2.32	1°4.45"	10°02'	2.895
20	153,51	2.895	1°4.45"		5.135
21	61,500	5.135	3°36.40"	20°11.00"	2.165
22	90,500	2.165	1°13.50"	22°21.55"	16.345
23	933,400	5.550"	37°03'		

- |           |   |           |            |         |           |
|-----------|---|-----------|------------|---------|-----------|
| SSM 23490 | - | SSM 23491 | 203.28.22" | 103.415 | SURVEY    |
| SSM 23490 | - | SSM 23491 | 203.28.03" | 103.421 | MGA GRIND |
| SSM 23490 | - | SSM 23491 | 19507.55"  | 103.42  | DP 716075 |

Ref.		Reference Value		Units
A	127.1725	9.235	SHW	N 43
B	101.1725	9.235	SHW	N 43
C	108.1725	9.235	SHW	N 43
D	101.1725	9.235	SHW	N 43
E	108.1725	9.235	SHW	N 43
F	126.2725	12.615	SHW	N 43
G	101.1725	9.235	SHW	N 43
H	108.1725	9.235	SHW	N 43
I	121.1725	11.507	SHW	N 43
J	200.1725	11.507	SHW	N 43
K	200.1725	4.435	SHW	N 43
L	201.1725	6.555	SHW	N 43
M	201.1725	6.555	SHW	N 43
N	189.1725	4.306	SHW	N 43
O	189.1725	4.306	SHW	N 43
P	109.1725	4.605	SHW	N 43
Q	181.0725	10.311	SHW	N 43
R	181.0725	12.517	SHW	N 43
S	201.1725	4.435	SHW	N 43
T	141.0725	3.368	SHW	N 43
U	141.0725	3.368	SHW	N 43
V	105.0725	12.517	SHW	N 43
W	105.0725	12.517	SHW	N 43
X	117.1725	5.314	SHW	N 43
Y	202.1725	4.435	SHW	N 43
Z	202.1725	4.435	SHW	N 43
AA	117.1725	11.705	SHW	N 43
AB	117.1725	11.705	SHW	N 43
AC	202.1725	4.435	SHW	N 43
AD	202.1725	4.435	SHW	N 43
AE	117.1725	11.705	SHW	N 43
AF	117.1725	11.705	SHW	N 43
AG	202.1725	4.435	SHW	N 43
AH	202.1725	4.435	SHW	N 43
AI	117.1725	11.705	SHW	N 43
AJ	117.1725	11.705	SHW	N 43
AK	202.1725	4.435	SHW	N 43
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AN	117.1725	11.705	SHW	N 43
AO	202.1725	4.435	SHW	N 43
AP	202.1725	4.435	SHW	N 43
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AR	117.1725	11.705	SHW	N 43
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AU	117.1725	11.705	SHW	N 43
AV	117.1725	11.705	SHW	N 43
AW	202.1725	4.435	SHW	N 43
AX	202.1725	4.435	SHW	N 43
AY	117.1725	11.705	SHW	N 43
AZ	117.1725	11.705	SHW	N 43
BA	202.1725	4.435	SHW	N 43
BB	202.1725	4.435	SHW	N 43
BC	117.1725	11.705	SHW	N 43
BD	117.1725	11.705	SHW	N 43
BE	202.1725	4.435	SHW	N 43
BF	202.1725	4.435	SHW	N 43
BG	117.1725	11.705	SHW	N 43
BH	117.1725	11.705	SHW	N 43
BI	202.1725	4.435	SHW	N 43
BJ	202.1725	4.435	SHW	N 43
BK	117.1725	11.705	SHW	N 43
BL	117.1725	11.705	SHW	N 43
BM	202.1725	4.435	SHW	N 43
BN	202.1725	4.435	SHW	N 43
BO	117.1725	11.705	SHW	N 43
BP	117.1725	11.705	SHW	N 43
BQ	202.1725	4.435	SHW	N 43
BR	202.1725	4.435	SHW	N 43
BS	117.1725	11.705	SHW	N 43
BT	117.1725	11.705	SHW	N 43
BU	202.1725	4.435	SHW	N 43
BV	202.1725	4.435	SHW	N 43
BW	117.1725	11.705	SHW	N 43
BX	117.1725	11.705	SHW	N 43
BY	202.1725	4.435	SHW	N 43
BZ	202.1725	4.435	SHW	N 43
CA	117.1725	11.705	SHW	N 43
CB	117.1725	11.705	SHW	N 43
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CE	117.1725	11.705	SHW	N 43
CF	117.1725	11.705	SHW	N 43
CG	202.1725	4.435	SHW	N 43
CH	202.1725	4.435	SHW	N 43
CI	117.1725	11.705	SHW	N 43
CJ	117.1725	11.705	SHW	N 43
CK	202.1725	4.435	SHW	N 43
CL	202.1725	4.435	SHW	N 43
CM	117.1725	11.705	SHW	N 43
CN	117.1725	11.705	SHW	N 43
CO	202.1725	4.435	SHW	N 43
CP	202.1725	4.435	SHW	N 43
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CR	117.1725	11.705	SHW	N 43
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CT	202.1725	4.435	SHW	N 43
CU	117.1725	11.705	SHW	N 43
CV	117.1725	11.705	SHW	N 43
CW	202.1725	4.435	SHW	N 43
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DD	117.1725	11.705	SHW	N 43
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DF	202.1725	4.435	SHW	N 43
DG	117.1725	11.705	SHW	N 43
DH	117.1725	11.705	SHW	N 43
DI	202.1725	4.435	SHW	N 43
DJ	202.1725	4.435	SHW	N 43
DK	117.1725	11.705	SHW	N 43
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DM	202.1725	4.435	SHW	N 43
DN	202.1725	4.435	SHW	N 43
DO	117.1725	11.705	SHW	N 43
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DR	202.1725	4.435	SHW	N 43
DS	117.1725	11.705	SHW	N 43
DT	117.1725	11.705	SHW	N 43
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DV	202.1725	4.435	SHW	N 43
DW	117.1725	11.705	SHW	N 43
DX	117.1725	11.705	SHW	N 43
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DZ	202.1725	4.435	SHW	N 43
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EB	117.1725	11.705	SHW	N 43
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FM	202.1725	4.435	SHW	N 43
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GV	117.1725	11.705	SHW	N 43
GW	202.1725	4.435	SHW	N 43
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GY	117.1725	11.705	SHW	N 43
GZ	117.1725	11.705	SHW	N 43
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HF	202.1725	4.435	SHW	N 43
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HO	117.1725	11.705	SHW	N 43
HP	117.1725	11.705	SHW	N 43
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HU	202.1725	4.435	SHW	N 43
HV	202.1725	4.435	SHW	N 43
HW	117.1725	11.705	SHW	N 43
HX	117.1725	11.705	SHW	N 43
HY	202.1725	4.435	SHW	N 43
HZ	202.1725	4.435	SHW	N 43
IA	117.1725	11.705	SHW	N 43
IB	117.1725	11.705	SHW	N 43
IC	202.1725	4.435	SHW	N 43
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IE	117.1725	11.705	SHW	N 43
IF	117.1725	11.705	SHW	N 43
IG	202.1725	4.435	SHW	N 43
IH	202.1725	4.435	SHW	N 43
II	117.1725	11.705	SHW	N 43
IJ	117.1725	11.705	SHW	N 43
IK	202.1725	4.435	SHW	N 43
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IN	117.1725	11.705	SHW	N 43
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IP	202.1725	4.435	SHW	N 43
IQ	117.1725	11.705	SHW	N 43
IR	117.1725	11.705	SHW	N 43
IS	202.1725	4.435	SHW	N 43
IT	202.1725	4.435	SHW	N 43
IU	117.1725	11.705	SHW	N 43
IV	117.			



PLAN OF SUBDIVISION OF LOT 203  
IN DP 1120662

LGA: BATHURST REGIONAL  
Locality: WINDRADYNE  
Subdivision No:  
Lengths are in metres. Reduction Ratio 1: 500

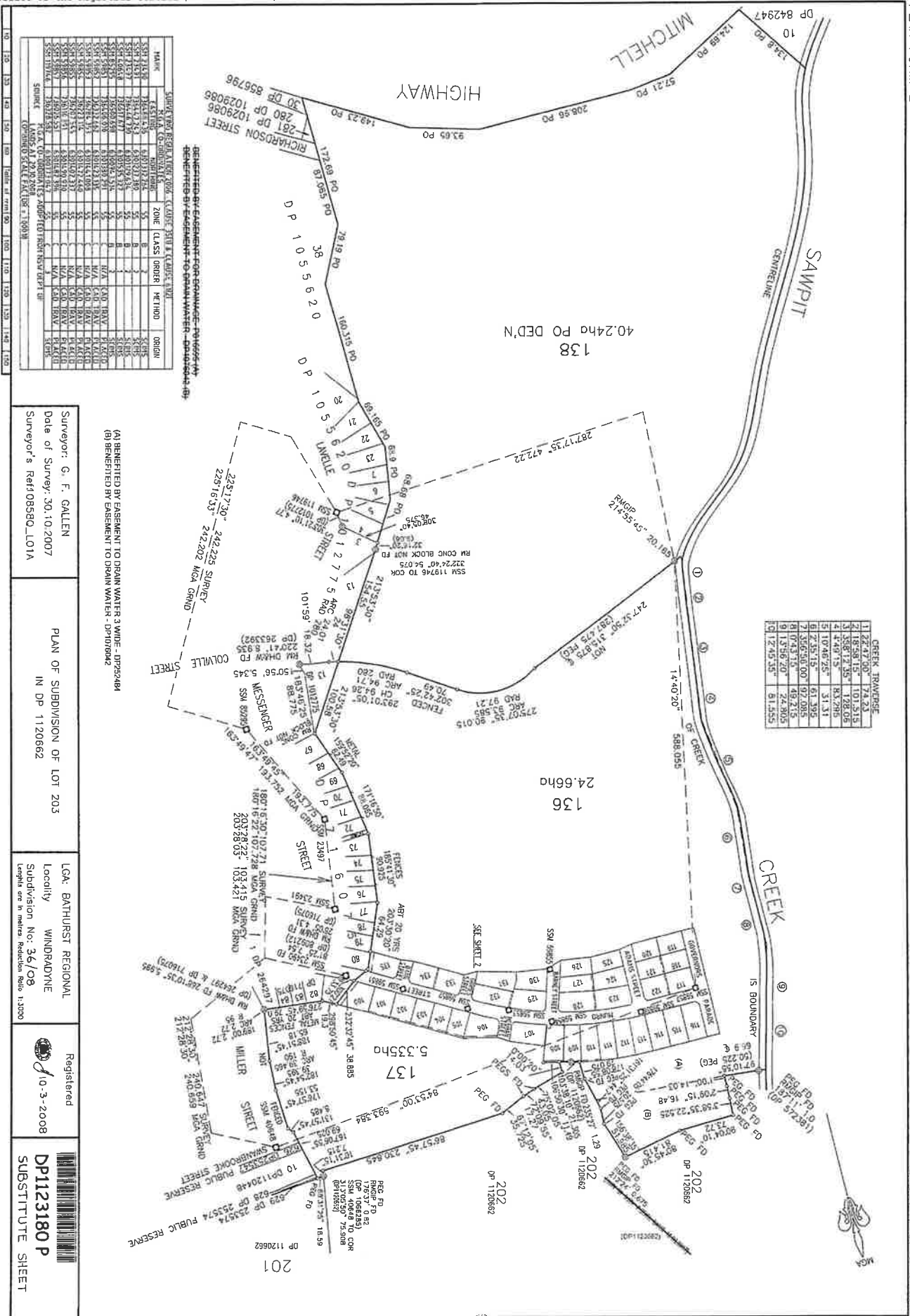
Registered  
10.3.2002

DP1123180

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 4 sheets





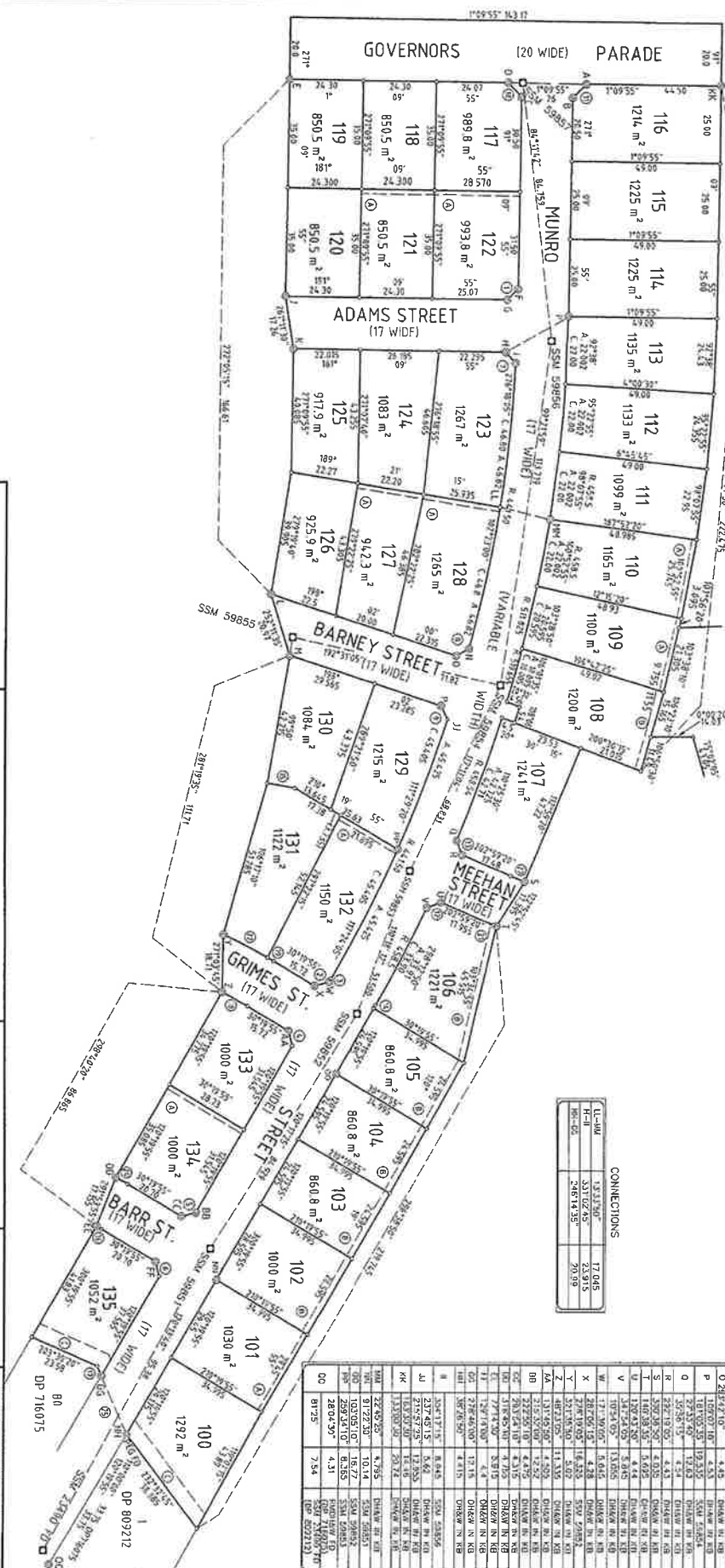
[illegible]

number	radius	arc length	circ. seg. m.	long. distance
15	556.660	9.515	2862.335	9.515
16	556.660	2.32	7058.107	2.32
19	615.000	5.135	2971.000 <sup>a</sup>	5.135
21	68.500	2.145	2222.557	2.145
22	313.400	56.370	27.003	16.365

(A) EASEMENT TO DRAIN WATER 15 WIDE  
 (B) EASEMENT TO DRAIN WATER 2 WIDE  
 (C) EASEMENT TO DRAIN SEWAGE 5 WIDE

CONNECTIONS		
LL-III	13,337.50	17,045
H-II	331,02.65	23,915
HR-C3	246,14.35	20,09

Ref.	flavour	Distance	Mass
A	12:24:40.0	15.75	EWAGW 14.0
B	10:11:15.0	15.75	EWAGW 14.0
C	12:59:10.0	4.415	EWAGW 14.0
D	10:47:53	8.405	EWAGW 14.0
E	10:47:53	8.405	EWAGW 14.0
F	12:59:10.0	4.415	EWAGW 14.0
G	12:59:10.0	4.415	EWAGW 14.0
H	12:59:10.0	4.415	EWAGW 14.0
I	12:59:10.0	4.415	EWAGW 14.0
J	12:59:10.0	4.415	EWAGW 14.0
K	12:59:10.0	4.415	EWAGW 14.0
L	12:59:10.0	4.415	EWAGW 14.0
M	12:59:10.0	4.415	EWAGW 14.0
N	12:59:10.0	4.415	EWAGW 14.0
O	12:59:10.0	4.415	EWAGW 14.0
P	12:59:10.0	4.415	EWAGW 14.0
Q	12:59:10.0	4.415	EWAGW 14.0
R	12:59:10.0	4.415	EWAGW 14.0
S	12:59:10.0	4.415	EWAGW 14.0
T	12:59:10.0	4.415	EWAGW 14.0
U	12:59:10.0	4.415	EWAGW 14.0
V	12:59:10.0	4.415	EWAGW 14.0
W	12:59:10.0	4.415	EWAGW 14.0
X	12:59:10.0	4.415	EWAGW 14.0
Y	12:59:10.0	4.415	EWAGW 14.0
Z	12:59:10.0	4.415	EWAGW 14.0
aa	12:59:10.0	4.415	EWAGW 14.0
ab	12:59:10.0	4.415	EWAGW 14.0
ac	12:59:10.0	4.415	EWAGW 14.0
ad	12:59:10.0	4.415	EWAGW 14.0
ae	12:59:10.0	4.415	EWAGW 14.0
af	12:59:10.0	4.415	EWAGW 14.0
ag	12:59:10.0	4.415	EWAGW 14.0
ah	12:59:10.0	4.415	EWAGW 14.0
ai	12:59:10.0	4.415	EWAGW 14.0
aj	12:59:10.0	4.415	EWAGW 14.0
ak	12:59:10.0	4.415	EWAGW 14.0
al	12:59:10.0	4.415	EWAGW 14.0
am	12:59:10.0	4.415	EWAGW 14.0
an	12:59:10.0	4.415	EWAGW 14.0
ao	12:59:10.0	4.415	EWAGW 14.0
ap	12:59:10.0	4.415	EWAGW 14.0
aq	12:59:10.0	4.415	EWAGW 14.0
ar	12:59:10.0	4.415	EWAGW 14.0
as	12:59:10.0	4.415	EWAGW 14.0
at	12:59:10.0	4.415	EWAGW 14.0
au	12:59:10.0	4.415	EWAGW 14.0
av	12:59:10.0	4.415	EWAGW 14.0
aw	12:59:10.0	4.415	EWAGW 14.0
ax	12:59:10.0	4.415	EWAGW 14.0
ay	12:59:10.0	4.415	EWAGW 14.0
az	12:59:10.0	4.415	EWAGW 14.0
ba	12:59:10.0	4.415	EWAGW 14.0
bb	12:59:10.0	4.415	EWAGW 14.0
bc	12:59:10.0	4.415	EWAGW 14.0
bd	12:59:10.0	4.415	EWAGW 14.0
be	12:59:10.0	4.415	EWAGW 14.0
bf	12:59:10.0	4.415	EWAGW 14.0
bg	12:59:10.0	4.415	EWAGW 14.0
bh	12:59:10.0	4.415	EWAGW 14.0
bi	12:59:10.0	4.415	EWAGW 14.0
bj	12:59:10.0	4.415	EWAGW 14.0
bk	12:59:10.0	4.415	EWAGW 14.0
bl	12:59:10.0	4.415	EWAGW 14.0
bm	12:59:10.0	4.415	EWAGW 14.0
bn	12:59:10.0	4.415	EWAGW 14.0
bo	12:59:10.0	4.415	EWAGW 14.0
bp	12:59:10.0	4.415	EWAGW 14.0
bq	12:59:10.0	4.415	EWAGW 14.0
br	12:59:10.0	4.415	EWAGW 14.0
bs	12:59:10.0	4.415	EWAGW 14.0
bt	12:59:10.0	4.415	EWAGW 14.0
bu	12:59:10.0	4.415	EWAGW 14.0
bv	12:59:10.0	4.415	EWAGW 14.0



Surveyor: G. F. GALLEN  
30.10.2008  
Date of Survey: ~~20.12.2008~~  
Surveyor's Ref:108580\_L01A

PLAN OF SUBDIVISION OF LOT 203  
IN DP 1120662

LGA: BATHURST REGIONAL

Registered

DP1123180 P  
SUBSTITUTE SHEET



PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

2

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE EXTENSION OF MUNRO STREET, SIR THOMAS MITCHELL AVENUE, ADAM STREET, BARNEY STREET, BARR STREET, GRIMES STREET AND MEEHAN STREET AS PUBLIC ROAD.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964, IT IS INTENDED TO CREATE :

1. EASEMENT TO DRAIN WATER 1.5 WIDE.
2. EASEMENT TO DRAIN WATER 2 WIDE.
3. EASEMENT TO DRAIN SEWAGE 5 WIDE.
4. RESTRICTION AS TO USER.
5. RESTRICTION AS TO USER.

Signed for and on behalf of Bathurst Regional Council by its Attorney following Council's resolution at its meeting dated 29/01/08 Robert Roach, being the person for the time being holding or fulfilling the duties of General Manager of Bathurst Regional Council, following Council's resolution at its meeting dated 16 June 2004, states that at the date of execution of this present instrument he has received no notice of revocation of Power of Attorney Registered Book 4429 No 985 by virtue of which he has executed the within document.

*Roach*

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

## Crown Lands NSW/Western Lands Office Approval

I, ..... in approving this plan certify

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

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

## Subdivision Certificate

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

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

*Roach*

\* Authorised Person General Manager/Accredited Certifier  
Authorised person

Consent Authority: Bathurst Regional Council

Date of Endorsement: 29 January 2008

Accreditation no: .....

Subdivision Certificate no: 36/08

File no: DA 2007/0417

\* Delete whichever is inapplicable.

DP1123180



Registered: 10.3.2008

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 203 IN DP 1120622

LGA: BATHURST REGIONAL

Locality: WINDRADYNE

Parish: MOUNT PLEASANT

County: BATHURST

## Surveying Regulation, 2006

1. GEOFFREY FRANCIS GALLEN.....  
of BARNSON Pty.Ltd 2 Littlebourne Street,  
KELSO.....

a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 30<sup>th</sup> OCTOBER, 2007.....

The survey relates to LOT 100-136 & CONNECTIONS

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: *Gallen* Dated: 29.1.2008  
Surveyor registered under the Surveying Act, 2002

Datum Line SSM 40648 – SSM 23490

Type: Urban/

Plans used in the preparation of survey/compilation

DP 1120662 DP 809212 DP 862511  
DP 778516 DP 264297 DP 1029086  
DP 1076042 DP 716075 DP 852497  
DP 1103415 DP 1012775 DP 856796  
DP 253547 DP 774317 DP 842947  
DP 252484 DP 1055620 DP 1076042

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 10858-L01DP

\* OFFICE USE ONLY

21.5.2008

SHEET 2 ADDED VIDE 2008/624

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet **2** of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE EXTENSION OF MUNRO STREET, GOVERNORS PARADE, ADAMS STREET, BARNEY STREET, BARR STREET, GRIMES STREET AND MEEHAN STREET AS PUBLIC ROAD.  
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964, IT IS INTENDED TO CREATE :

1. EASEMENT TO DRAIN WATER 1.5 WIDE.
2. EASEMENT TO DRAIN WATER 2 WIDE.
3. EASEMENT TO DRAIN SEWAGE 5 WIDE.
4. RESTRICTION AS TO USER.
5. RESTRICTION AS TO USER.

Signed for and on behalf of Bathurst Regional Council by its Attorney following Council's resolution at its meeting dated 29/01/08 DAVID SHERLEY, being the person for the time being holding or fulfilling the duties of General Manager of Bathurst Regional Council, following Council's resolution at its meeting dated 16 June 2004, states that at the date of execution of this present instrument he has received no notice of revocation of Power of Attorney Registered Book 4429 No 885 by virtue of which he has executed the within document.



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

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

I.....in approving this plan certify  
 (Authorised Officer)  
 that all necessary approvals in regard to the allocation of the land shown herein have been given  
 Signature:.....  
 Date:.....  
 File Number:.....  
 Office:.....

**Subdivision Certificate**

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

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


\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Bathurst Regional Council  
 Date of Endorsement: 26 March 2008  
 Accreditation no: .....  
 Subdivision Certificate no: 34/08  
 File no: DA 2007/0417

\* Delete whichever is inapplicable.



**DP1123180 S**

Registered:  NS 10-3-2008

Title System: TORRENS

Purpose: SUBDIVISION

**PLAN OF SUBDIVISION OF LOT 203 IN DP 1120662**  
**DP 1120662**

LGA: BATHURST REGIONAL

Locality: WINDRADYNE

Parish: MOUNT PLEASANT

County: BATHURST


**Surveying Regulation, 2006**

I GEOFFREY FRANCIS GALLEN  
 OF BARNSON PTY. LTD., 2 LITTLEBOURNE STREET, KELSO

a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on...30<sup>th</sup> OCTOBER, 2007.....

The survey relates to LOT 100-137 & CONNECTIONS

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated: 5/03/2008  
 Surveyor registered under the *Surveying Act, 2002*

Datum Line SSM 40648 - SSM 23490  
 Type: Urban

Plans used in the preparation of survey/compilation  
 DP 1120662 DP 809212 DP 862511  
 DP 778516 DP 264297 DP 1029086  
 DP 1076042 DP 716075 DP 852497  
 DP 1103415 DP 1012775 DP 856796  
 DP 253547 DP 774317 DP 842947  
 DP 252484 DP 1055620 DP 1076042

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 10858-L01DP

\* OFFICE USE ONLY

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

(SHEET 1 OF 6 SHEETS)

PLAN: **DP1123180**

Subdivision covered by  
Subdivision Certificate No 36/08  
Dated 7 January 2008

FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND:

BATHURST REGIONAL COUNCIL  
Cnr Russell and William Streets,  
Bathurst

PART 1

1. IDENTITY OF EASEMENT  
FIRSTLY REFERRED TO IN  
THE ABOVEMENTIONED PLAN:

Easement to drain water 1.5 wide (A)

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

101  
109  
110  
121  
122  
127  
128  
132  
134

LOTS BENEFITED

100  
110 and 111  
111  
120  
120 and 121  
126  
126 and 127  
131  
136 and Bathurst Regional Council

*Roach*

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

(SHEET 2 OF 6 SHEETS)

PLAN:

**DP1123180**

Subdivision covered by  
Subdivision Certificate No 36/08  
Dated 7 January 2008

2. IDENTITY OF EASEMENT  
SECONDLY REFERRED TO  
IN THE ABOVEMENTIONED PLAN:

Easement to drain water 2 wide(B)

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

102  
103  
104  
105  
106  
108

LOTS BENEFITED

100 and 101  
100,101 and 102  
100,101,102 and 103  
100,101,102,103 and 104  
100,101,102,103,104 and 105  
109,110 and 111

3. IDENTITY OF EASEMENT  
THIRDLY REFERRED TO IN  
THE ABOVEMENTIONED PLAN:

Easement to drain Sewage 5 wide(C)

SCHEDULE OF LOTS AFFECTED

LOT BURDENED

100 and 135

AUTHORITY BENEFITED

Bathurst Regional Council



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

(SHEET 3 OF 6 SHEETS)

PLAN: **DP1123180**

Subdivision covered by Subdivision  
Certificate No 36/08  
Dated 7 January 2008

4.IDENTITY OF EASEMENT OR  
RESTRICTION FOURTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:

Restriction as to User

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Each Lot

LOTS BENEFITED

Every other Lot

5.IDENTITY OF EASEMENT OR  
RESTRICTION FIFTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:

Restriction as to User

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Each Lot

LOTS BENEFITED

Every other Lot

PART 2

1.Terms of Restriction fourthly referred to in the abovementioned plan:

(a)The main building erected on each lot burdened shall not be used otherwise than for residential purposes.

(b)(i)The main building erected on each lot burdened shall not have any internal floor area of less than 140 square metres exclusive of any garage, verandah, carport, covered or uncovered patio and basement.

(ii)No building erected on a lot burdened shall contain more than two storeys and the expression 'storey' used in this subclause shall mean any floor containing a room or rooms including split level floor where the variation between such split levels does not exceed 1.2 metres but shall not include a garage and or laundry constructed beneath the ground floor.





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

(SHEET 4 OF 6 SHEETS)

PLAN:

**DP1123180**

Subdivision covered by Subdivision

Certificate No **36108**

Dated **7 January 2008**

(c) No building shall be erected on each lot burdened having external walls (not including windows) constructed of material other than brick or masonry or other external building cladding as approved by the Bathurst Regional Council, or a combination thereof and where other than brick and masonry is used shall not be used other than as an infill or feature and shall not comprise more than 25% of the total external wall area.

(d) The roof of buildings on the lot burdened shall not be constructed of materials other than concrete tiles, terra cotta tiles or factory pre-coloured metal roofing, excepting that this clause shall not apply to the erection of any metal garden shed having a floor area of less than 9 square metres.

(e) No wall or any main building erected on each lot burdened shall be constructed within 1.2 metres of either side boundary.

(f) No garage shed shall:

(i) be constructed on the lot burdened between the front building line of the main building and the street alignment.

(ii) be constructed on the lot burdened between the front building line and the rear building line of the main building unless it is constructed of the same materials as the main building.

(iii) be constructed on the lot burdened to the rear of the rear building line of the main building unless such garage or shed is constructed of the same materials as the main building or timber or of factory pre-coloured sheeting excepting that this clause shall not apply to the erection of any metal garden shed having a floor area of less than 9 square metres.

(g) No trees higher than 4 metres on each lot burdened shall be destroyed or removed without the prior consent of Bathurst Regional Council.

(h) (i) No unregistered caravans or trailers or other unregistered vehicles shall be parked or placed on each lot burdened.

(ii) No caravan or trailer or other vehicles shall be parked on any or the lots burdened between the front building line and the street.

(iii) No caravan or trailer or other vehicle parked or placed on a lot burdened shall be used as a sleeping place.

(i) Except during the course of construction of building on each lot burdened no shed or machinery, metal, tiles, timber, bricks or any other building material shall be placed on the land between the building alignment and the street between the building alignment and any public reserve.



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

(SHEET 5 OF 6 SHEETS)

PLAN: **DP1123180**

Subdivision covered by Subdivision  
Certificate No 36108  
Dated 7 January 2008

(j) No electricity connection shall be made to each lot burdened unless it is placed underground to the satisfaction of the relevant electricity supply authority.

(k) No telephone connection shall be made to each lot burdened unless it be placed underground to the satisfaction of the relevant telecommunication authority.

(l) Where common drainage lines are constructed within each lot burdened no roof or surface water shall be drained from the land otherwise than directly into such common drainage lines at the connection points provided.

(m) Except during the course of construction of buildings, no advertising, hoarding or signs shall be displayed or erected on each lot burdened.

~~(n) Each lot burdened shall not be further subdivided~~



(o) No fence shall be erected on the side or rear boundaries of each lot burdened to a height greater than 1800mm.

(p) No fence shall be erected on each lot burdened closer to the street frontage than either the line of the wall of any building closest to and facing the street or 8 metres whichever distance is greater except that where the lot burdened is a corner lot no fence shall be erected on the side boundary street frontage between the building alignment and the front street alignment of the said lot.

(q) No boundary fence will be erected on a lot unless such fence be constructed of dark green pre-coloured panels as colourbond or an approved equivalent which shall not exceed eighteen hundred (1800) millimetres in height and shall not be erected unless the shade of colour has been approved by the Bathurst Regional Council.

Terms of Restrictions Fifthly referred to in the abovementioned plan:

Whilever the Bathurst Regional Council its respective successors or assigns other than the purchasers on sale remain the registered proprietor of a lot benefited no fence shall be erected on a lot burdened so as to divide it from a lot benefited without the consent in writing of the registered proprietor of the lot benefited but such consent shall not be withheld if such fence is erected without the expense to the registered proprietor of the lot benefited and in favour of any person dealing with the registered proprietor for the time being of the land burdened such consent shall be deemed to have been given in respect of every fence for the time being erected.



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

(SHEET 6 OF 6 SHEETS)

PLAN **DP1123180**

Subdivision covered by Subdivision  
Certificate No 36108  
Dated. 7 January 2008

The authority empowered to release vary or modify the restriction as to use fourthly and fifthly  
referred to in the abovementioned plan is BATHURST REGIONAL COUNCIL

Signed for and on behalf of Bathurst Regional  
Council by its Attorney ROBERT ROACH following  
Council's resolution at its meeting dated 21 MARCH 2007

being the person for the time being holding or  
fulfilling the duties of acting General Manager of Bathurst  
Regional Council. The said Attorney states that at the date  
of execution of this present instrument he has received  
no notice of revocation of Power of Attorney  
Registered No 4429 No 885 by virtue of which he has  
executed the within document

*Roach*

*Kerry Davison*

Signature of Witness

*KERRY DAVISON*

Name of Witness

*CNR RUSSELL \* WILLIAM STS BATHURST*

Address of Witness

*PLANNING/DEVELOPMENT CO-ORDINATOR*

Occupation of Witness



*Roach*





**Certificate Issue Date:** 22 May 2024

**Applicant:**  
InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

158 Russell Street  
Private Mail Bag 17  
BATHURST NSW 2795  
Ph: 02 6333 6111  
Fax: 02 6331 7211

[council@bathurst.nsw.gov.au](mailto:council@bathurst.nsw.gov.au)

**Application No:** 52754  
**Certificate No:** 10.7/27120  
**Applicant Reference:** 242597

**Property:** 14 MULHOLLAND Parkway WINDRADYNE 2795  
**Description:** Lot: 107 DP: 1304135  
**Parcel No:** 97411

**INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT.**

**1. Names of relevant planning instruments and development control plans**

The names of:

- (1) each environmental planning instrument that applies to the carrying out of development on the land:

***Bathurst Regional Local Environmental Plan 2014***

A copy of the current *Bathurst Regional Local Environmental Plan 2014* is available on the NSW Legislation website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)

The following State Environmental Planning Policies (SEPP) apply to the Bathurst Regional LGA:

**SEPP (Biodiversity and Conservation) 2021**

**SEPP (Sustainable Buildings) 2022**

**SEPP (Exempt and Complying Development Codes) 2008**

**SEPP (Housing) 2021**

**SEPP (Industry and Employment) 2021**

**SEPP (Planning Systems) 2021**

**SEPP (Precincts – Regional) 2021**

**SEPP (Primary Production) 2021**

**SEPP (Resilience and Hazards) 2021**

**SEPP (Resources and Energy) 2021**

**SEPP (Transport and Infrastructure) 2021**

**SEPP No. 65 - Design Quality of Residential Flat Development**

A full copy of the SEPPs are available on the NSW Legislation website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)

- (2) each development control plan that applies to the carrying out of development on the land:

**Bathurst Regional Development Control Plan 2014**

- (3) each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land:

**There are currently no draft Environmental Planning Instruments or draft Development Control Plans that apply to the land.**

## **2. Zoning and land use under relevant planning instruments**

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described:

- (a) the identity of the zone;

**Zone R1 General Residential**

**Objectives of zone**

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide housing choice and affordability by enabling opportunities for medium density forms of housing in locations and at densities that complement the surrounding residential environment.
- To protect and conserve the historic significance and scenic quality of the urban villages of Eglinton, Raglan and Perthville.
- To enable commercial development that is compatible with the amenity of the area and does not prejudice the status and viability of the Bathurst central business district as the retail, commercial and administrative centre of Bathurst.

- (b) the purposes for which development in the zone:

- (i) may be carried out without development consent:

**Environmental protection works; Extensive agriculture; Home-based child care; Home businesses; Home occupations; Roads**

- (ii) may not be carried out except with development consent:

**Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Food and drink premises; Garden centres; Group homes; Home industries; Hostels; Kiosks; Markets; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Plant nurseries; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roadside stalls; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Waste or resource transfer stations; Any other development not specified in item (i) or (iii)**

- (iii) is prohibited:

**Air transport facilities; Amusement centres; Boat building and repair facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Extractive industries; Forestry; Freight transport facilities; Heavy industrial**

**storage establishments; Home occupations (sex services); Industrial training facilities; Industries; Intensive livestock agriculture; Open cut mining; Restricted premises; Retail premises; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Wholesale supplies**

**NOTE:** On 26 April 2023, Business and Industrial zones were replaced by Employment zones ("E" zones) within standard instrument local environmental plans.

- (c) whether additional permitted uses apply to the land:  
**No additional permitted uses apply to the land.**
- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:  
**No.**
- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:  
**No.**
- (f) whether the land is in a conservation area (however described):  
**The land to which the certificate relates is not in a conservation area.**
- (g) whether an item of environmental heritage (however described) is located on the land:  
**The land to which the certificate relates does not contain an item of environmental heritage.**

### **3. Contributions plans**

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

**Bathurst Regional Community Facilities**

**Roadworks - New Residential Subdivisions**

**Sawpit Creek (East) Stormwater Drainage Management**

**Bathurst Regional Open Space**

- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.  
**The subject land is not within a special contributions area.**

### **4. Complying development**

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19:

**Yes, Complying Development Certificates may be carried out pursuant to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

- (2) If complying development may not be carried out on the land because of 1 of those clauses,

the reasons why it may not be carried out under the clause:

**Not applicable.**

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

**Not applicable, see above.**

- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Yes, there are code variations for the Bathurst Regional local government area. See Schedule 3 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for specific details.**

## **5. Exempt development**

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A:

**Yes, Exempt Development may be carried out pursuant to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause:

**Not applicable.**

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

**Not applicable, see above.**

- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land:

**Yes, there are code variations for the Bathurst Regional local government area. See Schedule 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for specific details.**

## **6. Affected building notices and building product rectification order**

- (1) Whether the council is aware that:

- (a) an affected building notice is in force in relation to the land; or
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with; or
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

- (2) In this section:

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

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

Council is not aware of any affected building notice or building product rectification order that applies to the subject land.

**7. Land reserved for acquisition**

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15:

**No, the land is not subject to land acquisition.**

**8. Road widening and road realignment**

Whether the land is affected by road widening or road realignment under:

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

**The land to which the certificate relates is not affected by road widening or realignment.**

**9. Flood related development controls information**

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

**The land to which the certificate relates is not within a flood planning area identified under the Bathurst Regional Development Control Plan 2014 and therefore is not subject to flood related development controls.**

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

**No.**

- (3) In this clause—

***flood planning area*** has the same meaning as in the Floodplain Development Manual.

***Floodplain Development Manual*** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

***probable maximum flood*** has the same meaning as in the Floodplain Development Manual.

**10. Council and other public authority policies on hazard risk restrictions**

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

***Contaminated Land Management Policy Information:***

**The land to which the certificate relates is not affected by Council's Contaminated Land Policy.**

***Other Policy Information:***

**The land to which the certificate relates is not affected by any other Council or public authority's policy.**

- (2) In this section:  
***adopted policy*** means a policy adopted:
  - (a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

**11. Bush fire prone land**

If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3:

**No, the land to which the certificate relates is not identified as bushfire prone.**

**12. Loose-fill asbestos insulation**

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division:

**No.**

**13. Mine subsidence**

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*:

**No.**

**14. Paper subdivision information**

(1) The name of a development plan adopted by a relevant authority that:

(a) applies to the land, or

(b) is proposed to be subject to a ballot.

(2) The date of a subdivision order that applies to the land.

**There are no paper subdivisions within the Bathurst Regional local government area.**

**15. Property vegetation plans**

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act:

**Council is not aware of any property vegetation plans affecting the land to which the certificate relates.**

**16. Biodiversity stewardship sites**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5:

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

**Council is not aware of any biodiversity stewardship agreements affecting the land to which the certificate relates.**

**17. Biodiversity certified land**

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8:

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

**No. The land is not identified as Biodiversity Certified Land.**

**18. 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:

**No.**



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

- (1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.
- (2) In this section:

**existing coastal protection works** has the same meaning as in the *Local Government Act 1993*, section 553B.

**Note:** Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

**Bathurst Regional Council is not a Coastal Council.**

**20. Western Sydney Aerotropolis**

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is:

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

**State Environmental Planning Policy (Precincts—Western Parkland City) 2021 does not apply to the Bathurst Regional LGA.**

**21. Development consent conditions for seniors housing**

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2):

**Not applicable.**

**22. Site compatibility certificates and development consent conditions for affordable rental housing**

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate:

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the Department.

**Not applicable.**

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

**Not applicable.**

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

**Not applicable.**

- (4) In this section:

**former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

**23. Water or sewerage service**

Whether water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

**No.**

**Note 1:**

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

- (a) Is the land (or part of the land) to which the certificate relates **significantly contaminated land** within the meaning of the *Contaminated Land Management Act 1997*?

**Council has not received notification that the land to which this certificate relates is significantly contaminated land under the Contaminated Land Management Act 1997.**

- (b) Is the land to which the certificate relates subject to a **management order** within the meaning of the *Contaminated Land Management Act 1997*?

**Council has not received notification that the land to which this certificate relates is subject to a management order under the Contaminated Land Management Act 1997.**

- (c) Is the land to which the certificate relates the subject of an **approved voluntary management proposal** within the meaning of the *Contaminated Land Management Act 1997*?

**Council has not received notification that the land to which this certificate relates is subject to an approved voluntary management proposal under the Contaminated Land Management Act 1997.**

- (d) Is the land to which the certificate relates the subject to an **ongoing maintenance order** within the meaning of the *Contaminated Land Management Act 1997*?

**Council has not received notification that the land to which this certificate relates is subject to an ongoing maintenance order under the Contaminated Land Management Act 1997.**

- (e) Is the land to which the certificate relates the subject of a **site audit statement** within the meaning of the *Contaminated Land Management Act 1997*?

**Council has not received a Site Audit Statement that relates to the land.**

**Note 2:**

The following matters are prescribed by Section 10 of the *Water Supply (Critical Needs) Act 2019* as additional matters that are to be specified in a planning certificate:

- (a) Is the land (or part of the land) to which the certificate relates land where any development to which the authorisation relates is to be carried out within the meaning of the *Water Supply (Critical Needs) Act 2019*?

**No.**



**Note 3:**

The following matters are prescribed by Section 202 of the *Local Government Act 1993* as additional matters that are to be specified in a planning certificate:

- (a) is the land within a **special entertainment precinct** within the meaning of the *Local Government Act 1993*?

**No.**

D. Sherley  
**GENERAL MANAGER**  
**Bathurst Regional Council**

Per: 

**Maree Neary**  
22-May-2024

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**COPY ONLY CHECK SCALE**

**Legend:**

- AZ Parks Text
- AZ Lot Text
- Boundaries
- BRC Local Gov. Area
- Suburb
- Water
- Hydrant
- WT - Hydrant
- Water Valve
- Stop Valve
- Scour Valve
- Zone Valve
- Insta Valve
- Air Valve
- Unknown Valve
- Other
- Water Connection
- Water Pipe
- WT - Pipe, reticulation (150mm)
- Water Tie
- Sewer
- Sewer Pit
- SW - Manhole
- Sewer Connection
- Sewer Pipe
- Reticulation (150mm)
- Other
- Drainage
- Drainage Pit
- DR - Pit Junction
- DR - Pit Kerb Inlet
- DR - Pit GI, Interallotment
- Drainage Pipe
- Reticulation
- Other
- Property
- Lots
- Pathway
- Road Corridor (Constructed)
- Council Road Constructed

**Important Notice!**  
This map is not a precise survey document. Accurate locations can only be determined by a survey on the ground. The map is for general information only and should not be used for any purpose other than that for which it was prepared. The Council is not responsible for any loss or damage arising from the use of this map. The Council is not responsible for any loss or damage arising from the use of this map. The Council is not responsible for any loss or damage arising from the use of this map.

Drawn By: Larissa Henniken  
Date: 22/05/2024  
Projection: GDA94 / MGA zone 55  
Map Scale: 1:300 @ A4

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