

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>ELDERS ALBURY RURAL</b> 297 Schubach Street, Albury NSW 2640	Phone: 02 6021 3355 Email: reg.coulston@elders.com.au Ref: Reg Coulston
co-agent		
vendor	<b>ERROL PAUL NIXON</b> 5/39 Bakers Gully Road, Bright VIC 3741	
vendor's solicitor	<b>WEATHERLY &amp; BARTRAM</b> 561 Englehardt Street, Albury NSW 2640 PO Box 543, Albury NSW 2640	Phone: 02 6041 2202 Email: david@weatherlybartram.com.au Ref: DCB:25098
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>MILTHORPE STREET, OAKLANDS NSW 2646</b> <b>Registered Plan: Lot 32 Plan DP 1048121</b> <b>Folio Identifier: 32/1048121</b>	(clause 15)
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 with two (2) old sheds	
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	_____ (10% of the price, unless otherwise stated)
balance	
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

VENDOR	PURCHASER
<p><b>Signed by</b></p>  <p>_____</p> <p>Vendor</p>  <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>  <p>_____</p> <p>Purchaser</p>  <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<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>	<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**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

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:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

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

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><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</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input checked="" type="checkbox"/> 22 form of requisitions</li> <li><input checked="" type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to the off the plan contract</li> </ul>
<b>Home Building Act 1989</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul>	
<b>Swimming Pools Act 1992</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Other</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 60 Federation Council Development Approval 10.2024.81.1</li> <li><input checked="" type="checkbox"/> 61 NSW Water Register Statement re Approval 50WA504848</li> <li><input checked="" type="checkbox"/> 62 FRCGW Clearance Certificate – Errol Paul Nixon</li> </ul>

**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>
---	--

 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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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.

MILTHORPE STREET OAKLANDS NSW 2646

## **SPECIAL CONDITIONS**

### **1. DEFAULT INTEREST**

If the Purchaser does not complete this matter by the completion date, then the Purchaser shall pay to the Vendor on completion in addition to the purchase price, an amount calculated as ten percent (10%) interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date up to and including the day the sale is completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for the rates and outgoings. The Vendor is not required to complete this matter unless the amount payable under this clause is tendered.

### **2. NOTICE TO COMPLETE**

- (i) The Parties agree (without prejudice to their other rights hereunder) that if either Party shall be in default as to the time for completion of this Contract the other Party shall be entitled to serve on the party in default a notice requiring the completion of this Agreement at the expiration of fourteen (14) days from the date of such notice. The party giving notice shall be entitled by such notice to make time of the essence of this contract. The Parties acknowledge and agree that the said period of fourteen (14) days shall be sufficient time within which the Party in default shall complete this Contract.
- (ii) If either party issues a notice to complete, the receiving party must pay on completion the sum of \$550.00 (GST inclusive) to cover legal costs and other expenses incurred in preparation of the notice to complete in addition to any other costs and expenses payable under this Contract.

### **3. PRESENT CONDITION AND STATE OF REPAIR**

The Purchaser acknowledges having inspected the property and agrees that in entering into this Contract the Purchaser has not relied on any statement representation or warranty made by or on behalf of the Vendor other than as set out herein and the Purchaser accepts the property in its present condition and state of repair and shall make no objection requisition or claim for compensation nor terminate nor rescind in respect thereof.

### **4. AGENT**

The Purchaser warrants that they were not introduced to the Vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the Vendors agent, if any, referred to in this contract, and the Purchaser agrees that they will at all times indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this Contract, and shall continue in full force, and effect, notwithstanding completion.

### **5. ERROR OR MISDESCRIPTION & CLAIMS BY PURCHASER**

- (i) It is agreed by the parties that it will be reasonable for the Vendor to rescind under General Condition 8.1 if the Purchaser(s) makes a claim or requisition under General Condition 6 or 7 which would involve the Vendor in expense exceeding one-tenth of one percent (\$0.1%) of the price.
- (ii) If the property is offered for auction and sold on the day of auction then the preceding subparagraph (i) of this additional provision, as well as General Condition 6 of the Contract, shall be deleted.

**6. DEATH OR INCAPACITY**

Should either party, prior to completion:

- (i) die or become a protected person as defined in the Protected Estates Act 1983, then the other party may rescind this contract by notice in writing and General Condition 19 shall apply, or
- (ii) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a Company resolved to go into liquidation or enter a scheme for arrangement with its creditors under the Corporations Law or should any liquidator receive or Official Manager be appointed in respect to the party or should a petition or other Court proceedings be instituted for such appointment then that party shall be deemed to be in default of an essential condition of this contract.

**7. GUARANTEE**

In the event that the Purchaser is a Corporation, the Directors of the company guarantee the performance by the company of the obligations of the Purchaser hereunder and the company shall procure the execution by its Directors of such form of guarantee as the Vendor may reasonably require.

**8. RURAL**

- (i) The vendor will not after exchange run more stock on the property than presently run. All stock will be removed prior to settlement.
- (ii) The vendor does not warrant the carrying capacity of the property.
- (iii) The vendor prior to settlement shall sow no further crops.
- (iv) The purchaser acquires the property with the fences, as they are whether they are on the correct boundary lines or not and whether they are 'give and take fences' and in their present condition and state of repair. The vendor is under no obligation to fence or repair fencing before completion.
- (v) The purchaser acquires the property subject to all roads traversing the property fenced or unfenced with gates and grids or otherwise subject to any road reservations enclosure permits or otherwise.
- (vi) The purchaser will not make any objection, requisition or claim for compensation nor have any rights of rescission or termination due to the vendor not holding any licence from any responsible authority relating to the use and occupation of the property and its roads, rivers, water, crops, pests, diseases, fencing and other regulated farming activities.

**9. ERROR IN ADJUSTMENT OF OUTGOINGS**

Should any of apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being so requested by the other party, that the correct calculation be made and paid to the party to whom it is payable by the party liable for the payment within seven (7) business days of such notice. This clause shall not merge on completion.

**10. PURCHASER'S CAVEAT**

- (i) The Purchaser shall not register a Caveat to secure their interests under the Contract until such time as the Contract is unconditional.
- (ii) In the event the Purchaser registers a Caveat pursuant to Special Condition 10 (i), then the Purchaser's representative shall perform an Information Resupply in PEXA, at the Purchaser's own expense, immediately following the registration of such Caveat.

**11. REQUISITIONS ON TITLE**

Notwithstanding anything to the contrary contained in this contract or implied at common law, the Purchaser acknowledges that:

- (i) the Purchaser's rights to raise requisitions on title in respect of this Contract and the property the subject of this Contract will be limited to raising requisitions in the form annexed to this Contract, and
- (ii) the Purchaser will have no right or entitlement to raise any further or other requisitions on title other than those in the form annexed to this Contract.

**12. FIRB APPROVAL**

- (i) The Purchaser warrants to the Vendor that the Purchaser either does not require any approval under the *Foreign Acquisitions and Takeovers Act 1975* (as amended) to purchase the property and to enter into this Contract or (if the Purchaser does require such approval) the purchaser has obtained such approval.
- (ii) The Purchaser agrees to indemnify and keep indemnified the Vendor against any loss (including consequential loss) the Vendor may suffer by reason of the Vendor relied upon this warranty when accepting the offer or tender of the Purchaser in respect to the property.

**13. FEDERATION COUNCIL DEVELOPMENT APPROVAL**

- (i) The Purchaser acknowledges that the Vendor has disclosed the existence of a Notice of Determination of Development Application No. 10.2024.81.1 ("Notice of Determination") issued by Federation Council in respect of the property.
- (ii) The Purchaser accepts and agrees that the Vendor is not required to take any steps, perform any works, or comply with any conditions or requirements under the said Notice of Determination, whether prior to or after completion.
- (iii) The Purchaser shall not make any objection, requisition or claim for compensation in relation to the existence of the Notice of Determination or the Vendor's non-compliance with any part of the approval.
- (iv) This clause shall not merge on completion.



## GUARANTEE

IN CONSIDERATION of the Vendor at the request of the Guarantor entering into the Contract with the Purchaser, the Guarantor HEREBY AGREES as follows:

1. The Guarantor guarantees to the Vendor that the Purchaser shall perform and observe all of the Purchaser's obligations under the Contract or any further Contract entered into between the Vendor and the Purchaser.
2. The Guarantor shall pay to the Vendor on demand any amount which the Vendor is entitled to recover against the Purchaser under the Contract or any further Contract during the continuance of or after termination of the Contract or any further Contract.
3. The Guarantor indemnifies the Vendor against all loss resulting from the Vendor's having entered into the Contract, whether from the Purchaser's failure to perform and observe the Purchaser's obligations under the Contract or from the Contract becoming unenforceable against the Purchaser.
4. The liability of a Guarantor shall not be affected by the Vendor granting time or any other indulgence to or agreeing not to sue the Purchaser or another guarantor.
5. This guarantee shall remain in full force notwithstanding the liquidation of or any agreement affecting creditors of the Purchaser.
6. If the Guarantor consists of more than one person then the covenants by the Guarantor shall bind them jointly and severally.
7. "The Vendor", "the Purchaser", "the Guarantor" and "the Contract" are as defined in the schedule or as otherwise shown from the circumstances of execution of the guarantee and Contract to apply.

## THE SCHEDULE

THE VENDOR:

Errol Paul Nixon

THE PURCHASER:

THE GUARANTOR:

THE CONTRACT:

Date of Contract:    /    /

PROPERTY:

Milthorpe Street, Oaklands NSW 2646

IN WITNESS WHEREOF the Guarantors have set their hands and seals the                      day  
of                      2025.

SIGNED SEALED AND DELIVERED by                      )

in the presence of:                      )

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of witness

SIGNED SEALED AND DELIVERED by                      )

in the presence of:                      )

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of witness



FOLIO: 32/1048121

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
27/5/2025	12:45 PM	4	22/7/2021

LAND

----

LOT 32 IN DEPOSITED PLAN 1048121  
AT OAKLANDS  
LOCAL GOVERNMENT AREA FEDERATION  
PARISH OF CLEAR HILL COUNTY OF URANA  
TITLE DIAGRAM DP1048121

FIRST SCHEDULE

-----

ERROL PAUL NIXON (T AA886672)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1024884 EASEMENT FOR ELECTRICITY PURPOSES 14 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 3 DP1048121 RIGHT OF CARRIAGEWAY 7 METRE(S) WIDE APPURTENANT TO  
THE LAND ABOVE DESCRIBED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

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

(Sheet 1 of 2 Sheets)

**Plan:**

**DP1048121**

Plan of Subdivision of  
Lot 2110 & 2111 in DP 1024884  
covered by Council's Certificate No.  
dated

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

Maxwelton (Oaklands) Pty Ltd ACN 008 398 801  
C/- Paul Nixon  
5-39 Bakers Gully Road  
Bright Vic 3741

Graeme Vincent Moloney, Margaret  
Joy Moloney and Shaune Vincent  
Moloney  
"Swan Lagoon"  
Swan Lagoon Road  
Oaklands NSW 2646

**Part 1**

Number of item shown in the intention panel on the plan.	Identity of easement, profit a 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	Right of Carriage Way variable width	31	30
2	Right of Carriage Way 7 wide	31	32

Signed in my presence by Maxwelton (Oaklands) Pty Limited ACN 008 398 801  
Who is personally known to me:

Z. Lickston  
Signature of Witness

Paul Nixon E. W. Nixon  
Director DIRECTOR

Z. LICKSTON.  
Name of Witness (BLOCK LETTERS)

3/39 BAKERS GULLY RD BRIGHT.  
Address and Occupation of Witness

**APPROVED BY THE COUNCIL OF THE  
URANA SHIRE**

[Signature]  
Authorised Officer

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

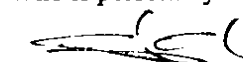
(Sheet 2 of 2 Sheets)

**Plan:**

Plan of Subdivision of  
Lot 2110 & 2111 in DP 1024884  
covered by Council's Certificate No.  
dated

**DP1048121**


Signed in my presence by *Graeme Vincent Moloney*  
Who is personally known to me:

  
\_\_\_\_\_  
Signature of Witness  
STUART MASON  
\_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

  
\_\_\_\_\_  
*Graeme Vincent Moloney*

609 OLIVE ST ALBURY SURVEYOR  
\_\_\_\_\_  
Address and Occupation of Witness

Signed in my presence by *Margaret Joy Moloney*  
Who is personally known to me:


  
\_\_\_\_\_  
Signature of Witness  
STUART MASON  
\_\_\_\_\_  
Name of Witness (BLOCK LETTERS)


  
\_\_\_\_\_  
*Margaret Joy Moloney*

As ABOVE  
\_\_\_\_\_  
Address and Occupation of Witness

Signed in my presence by *Shaune Vincent Moloney*

Who is personally known to me:

  
\_\_\_\_\_  
Signature of Witness  
STUART MASON  
\_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

  
\_\_\_\_\_  
*Shaune Vincent Moloney*

As ABOVE  
\_\_\_\_\_  
Address and Occupation of Witness

**APPROVED BY THE COUNCIL OF THE  
URANA SHIRE**

  
\_\_\_\_\_  
Authorised Officer

REGISTERED  20.12.2002





## PROPERTY INFORMATION CERTIFICATE PLANNING/RATING

### TYPE OF CERTIFICATE

\$10.7(2) Planning Certificate - \$70.00, Property Sewerage Service Diagram - \$85.50

### PROPERTY DETAILS

**ADDRESS:** MILTHORPE STREET

**SUBURB:** OAKLANDS

**STATE:** NSW

**POSTCODE:** 2646

**LOT:** 32      **SECTION:**      **DP/SP:** DP1048121

### APPLICANT DETAILS

**COMPANY:** InfoTrack Pty Ltd

**APPLICANT NAME:** InfoTrack InfoTrack

**ADDRESS:** GPO Box 4029

**REFERENCE:** 25098

**SUBURB:** Sydney

**STATE:** New South Wales      **POSTCODE:** 2000

**EMAIL:** ecertificates@infotrack.com.au

**PHONE NUMBER :** 1800000000

### OWNER/VENDOR DETAILS

**NAME:**

**COMPANY:**

**ADDRESS:**

**EMAIL:**

**STATE:**

**POSTCODE:**

**PHONE NUMBER:**

### PURCHASER DETAILS

**NAME:** {{BT}} {{BU}} {{BV}} {{BW}}

**COMPANY:** {{BX}}

**ADDRESS:** {{BY}}

{{BZ}}

{{CD}}

**EMAIL:** {{CF}}

**STATE:** {{CC}}

**POSTCODE:** {{CB}}

**PHONE NUMBER:** {{CE}}

---

### OFFICE USE ONLY

**TOTAL FEE:** \$7000

**TRANSACTION ID:** 53971221596

**DATE PROCESSED:** 20250528

**ASSESSMENT:** 3190253

**PARCEL:** \_\_\_\_\_ **WATER METER:** \_\_\_\_\_

**CERTIFICATE No:** 2025.544.1

**METER READ:** \_\_\_\_\_

2025.544.2

**AV CONSUMPTION:** \_\_\_\_\_

**DEBTOR NO:** \_\_\_\_\_

**INVOICE No:** \_\_\_\_\_



## PROPERTY INFORMATION CERTIFICATE PLANNING/RATING

### TYPE OF CERTIFICATE

Property Sewerage Service Diagram - \$85.50

### PROPERTY DETAILS

ADDRESS: MILTHORPE STREET

SUBURB: OAKLANDS

STATE: NSW

POSTCODE: 2646

LOT: 32      SECTION:      DP/SP: DP1048121

### APPLICANT DETAILS

COMPANY: InfoTrack Pty Ltd

ADDRESS: GPO Box 4029

APPLICANT NAME: InfoTrack InfoTrack

REFERENCE: 25098

SUBURB: Sydney

EMAIL: ecertificates@infotrack.com.au

STATE: New South Wales      POSTCODE: 2000

PHONE NUMBER : 1800000000

### OWNER/VENDOR DETAILS

NAME:

COMPANY:

ADDRESS:

EMAIL:

STATE:

POSTCODE:

PHONE NUMBER:

### PURCHASER DETAILS

NAME: {{BT}} {{BU}}      {{BV}} {{BW}}

COMPANY: {{BX}}

ADDRESS: {{BY}}

{{BZ}}

{{CD}}

EMAIL: {{CF}}

STATE: {{CC}}

POSTCODE: {{CB}}

PHONE NUMBER: {{CE}}

---

### OFFICE USE ONLY

TOTAL FEE: \$8550

TRANSACTION ID: 53971200588

DATE PROCESSED: 20250528

ASSESSMENT: 3190253

PARCEL: \_\_\_\_\_ WATER METER: \_\_\_\_\_

CERTIFICATE No: \_\_\_\_\_

METER READ: \_\_\_\_\_

AV CONSUMPTION: \_\_\_\_\_

DEBTOR NO: \_\_\_\_\_

INVOICE No: \_\_\_\_\_

Our Ref: 25/21347  
Parcel No: 14126  
Your Ref: 25098

Info Track  
GPO Box 4029  
Sydney NSW 2001

**PLANNING CERTIFICATE NO: 2025/544**

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

**DATE OF CERTIFICATE: 5 June 2025**

**Owner:** Errol Paul Nixon

**Land Description:** Lot 32 DP1048121 - Milthorpe St, Oaklands (27.36 ha)

**Assessment No:** 3109253

**Total Area:** 27.3600000000 ha

1. Planning Instruments	
(a) Local Environmental Plan	<i>Urana LEP 2011</i>
(b) Draft Local Environmental Plan	<i>None</i>
(c) Development Control Plans	<i>Urana Shire Development Control Plan 2013</i>
(d) Regional Environmental Plans	<i>None</i>
(e) Draft Regional Environmental Plans	<i>None</i>
(f) Development Control Plans prepared by the Director-General	<i>None</i>
(g) State Environmental Planning Policies	<i>Refer to <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a></i>
(h) State Environmental Planning Policies on exhibition	<i>None</i>
2. Effect of Local Environmental Plan	
(a) Zone(s)	<i>RU1 - Primary Production RU5 - Village</i>



(b) Type of development permissible without consent	SEPP (Exempt and Complying Development Codes) 2008 <a href="https://legislation.nsw.gov.au/view/html/inforce/current/epi-2008-0572#pt.2">https://legislation.nsw.gov.au/view/html/inforce/current/epi-2008-0572#pt.2</a> and land use table <a href="https://legislation.nsw.gov.au/view/html/inforce/current/epi-2011-0508#pt">https://legislation.nsw.gov.au/view/html/inforce/current/epi-2011-0508#pt</a>
(c) Type of development permissible with consent	See land use table <a href="https://legislation.nsw.gov.au/view/html/inforce/current/epi-2011-0508#pt">https://legislation.nsw.gov.au/view/html/inforce/current/epi-2011-0508#pt</a>
(d) Type of development that is prohibited	See land use table <a href="https://legislation.nsw.gov.au/view/html/inforce/current/epi-2011-0508#pt">https://legislation.nsw.gov.au/view/html/inforce/current/epi-2011-0508#pt</a>
(e) Minimum lot size for a dwelling	<i>RU1 - Primary Production - 100 ha</i> <i>RU5 – Village - Not applicable - NB: See advice regarding subdivision minimum lot sizes under “Additional relevant advice” below.</i>
(f) Land is within an area of critical habitat	No
(g) Land is within a conservation area	No
(h) Land contains a heritage item	No
<b>3. Land contains development declared State significant development</b>	No
<b>4. Complying development as prescribed under SEPP (Exempt and Complying Development Codes) 2008</b>	
(a) Housing Code	<i>This Code does not apply in Local Government Areas to which the Inland Code applies (including Federation Council). See advice below.</i>

<ul style="list-style-type: none"> <li>(b) Rural Housing Code</li> <li>(c) Low Rise Medium Density Housing Code</li> <li>(d) Greenfield Housing Code</li> <li>(e) Inland Code</li> <li>(f) Housing Alterations Code</li> <li>(g) General Development Code</li> <li>(h) Industrial and Business Alterations Code</li> <li>(i) Industrial and Business Buildings Code</li> <li>(j) Container Recycling Facilities Code</li> <li>(k) Subdivisions Code</li> <li>(l) Demolition Code</li> <li>(m) Fire Safety Code</li> </ul>	<p><b><i>RU1 - Primary Production Zone</i></b></p> <p><i>Complying development under the following Codes <b>may</b> be carried out on the RU1 zoned portion of the land.</i></p> <ul style="list-style-type: none"> <li>Inland Code</li> <li>General Development Code</li> <li>Demolition Code</li> <li>Agritourism and Farm Stay Accommodation Code</li> </ul> <p><i>Please refer to the provisions of any relevant Code for details of works permitted or excluded under that Code.</i></p> <p><i>NB: Some works may be <b>excluded</b> on lots below a specified land area under the provisions of any applicable Code. Refer to the provisions of any Code for excluded works.</i></p> <p><b><i>RU5 – Village Zone</i></b></p> <p><i>Complying development under the following Codes <b>may</b> be carried out on the RU5 zoned portion of the land.</i></p> <ul style="list-style-type: none"> <li>Inland Code</li> <li>Housing Alterations Code</li> <li>General Development Code</li> <li>Subdivisions Code</li> <li>Demolition Code</li> </ul> <p><i>Please refer to the provisions of any relevant Code for details of works permitted or excluded under that Code.</i></p> <p><i>NB: Some works may be <b>excluded</b> on Bush fire prone land under the provisions of any applicable Code. Refer to the provisions of any Code for excluded works.</i></p>
<p><b>5. Land is within a mine subsidence district (Coal Mine Subsidence Compensation Act 2017)</b></p>	<p><i>No</i></p>
<p><b>6. Road widening and road realignment</b></p>	
<p>Whether or not the land is affected by any road widening or road realignment under —</p> <ul style="list-style-type: none"> <li>(a) Division 2 of Part 3 of the Roads Act 1993, or</li> <li>(b) any environmental planning instrument, or</li> <li>(c) any resolution of the council.</li> </ul>	<p><i>No</i></p>

<b>7. Council and other public authority policies on hazard risk restrictions</b>	
Whether or not the land is affected by a policy — (a) adopted by the council, or (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).	<i>No</i>
<b>8. Flood related development controls information</b>	
(a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.	<i>No</i>
(b) Land or part of the land for any other purpose is subject to flood related development controls.	<i>No</i>
(c) Words and expressions in this clause have the same meanings as in the Standard Instrument.	<i>Yes</i>
<b>9. Land is reserved for acquisition</b>	
Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	<i>No</i>
<b>10. Developer Contributions Plans</b>	<i>Yes, in accordance with Developer Contribution Plan</i>
<b>11. Biodiversity certified land</b>	
If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect. <b>Note.</b> Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.	<i>No</i>

<b>12. Biodiversity stewardship sites</b>	
<p>If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect. (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).</p> <p><b>Note.</b> Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.</p>	No
<b>13. Native vegetation clearing set asides</b>	
<p>Land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).</p>	No
<b>14. Bush fire prone land</b>	
<p>Land is bush fire prone land (as defined in the Act), inclusive; all or some of the land is bush fire prone land.</p>	<p>Yes</p> <p><i>The land is shown as bush fire prone land in Council's records. Further details of any applicable restrictions on development of the land may be obtained on application to Council.</i></p>
<b>15. Property Vegetation Plans</b>	
<p>Land which a property vegetation plan approved under Part 4 of the <a href="#">Native Vegetation Act 2003</a> (and that continues in force) applies.</p>	No
<b>16. Orders under Trees (Disputes Between Neighbours) Act 2006</b>	
<p>An order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land.</p>	No
<b>17. Directions Under Part 3A</b>	
<p>If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.</p>	No

<b>18. Site compatibility certificates and conditions for seniors housing</b>	
<p>If the land is land to which State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004 applies:</p> <p>(a) a statement of whether there is a current site compatibility certificate (of which the council is aware), issued under clause 25 of that Policy in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department of Planning, and</p> <p>(b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	<i>None apply</i>
<b>19. Site compatibility certificates for infrastructure, schools or TAFE establishments</b>	
<p>(a) A statement of whether there is a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is valid, and</p> <p>(ii) that a copy may be obtained from the head office of the Department of Planning.</p>	<i>None apply</i>
<b>20. Site compatibility certificates and conditions for affordable rental housing</b>	
<p>(a) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department of Planning.</p> <p>(b) A statement setting out any terms of a kind referred to in clause 17 (1) or 37 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.</p>	<i>None apply</i>
<b>21. Paper subdivision information</b>	
<p>(a) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.</p> <p>(b) The date of any subdivision order that applies to the land.</p> <p>(c) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	<i>None apply</i>

<b>22. Site verification certificates</b>	
<p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>(a) the matter certified by the certificate, and</p> <p><b>Note.</b> A site verification certificate sets out the Planning Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of <u>State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007</u>.</p> <p>(b) the date on which the certificate ceases to be current (if any), and</p> <p>(c) that a copy may be obtained from the head office of the Department.</p>	<i>None apply</i>
<b>23. Loose-fill asbestos insulation</b>	
Land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i> that are listed on the register that is required to be maintained under that Division;	<i>None apply</i>
<b>24. Affected building notices and building product rectification orders</b>	
<p>(a) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(b) A statement of:</p> <p>(i) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(ii) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(c) In this clause:</p> <p><i>affected building notice</i> has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.</p> <p><i>building product rectification order</i> has the same meaning as in the Building Products (Safety) Act 2017.</p>	<i>None apply</i>

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act-if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.	<i>None apply</i>
(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.	<i>None apply</i>
(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act-if it is the subject of such an approved proposal at the date when the certificate is issued.	<i>None apply</i>
(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.	<i>None apply</i>
(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act-if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	<i>None apply</i>

**Contaminated Land**

The council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This practice is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.

**Additional Relevant Advice** (for which Council cannot incur liability):

Urana Local Environmental Plan 2011 specifies minimum **subdivision** lot sizes. Refer to the Lot Size Maps for details:

<https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/urana-local-environmental-plan-2011>

Council will only permit development which is consistent with the objectives of the zone and land uses within the zone. (Refer to land use table for zone objectives).

The NSW ePlanning Spatial Viewer is a digital mapping service that provides planning information and maps for every address and lot in NSW. Access the Spatial Viewer here: <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>



Terri O'Brien  
Manager Planning & Development

## PROPERTY SEWER SERVICE DIAGRAM NO: 2025/544

This diagram indicating the location of the sewer in relation to the land is provided under the requirements of Section 52A 2(a) of the Conveyancing Act and Clause 4 of Conveyancing (Sale of Land) Regulation.



**Your Reference:** 25098  
**Land Description:** Lot 32 DP1048121 - Milthorpe St, Oaklands (27.36 ha)  
**Physical Address:** Milthorpe St, Oaklands  
**Assessment No:** 3109253  
**Parcel No:** 14126

25/21346

### PLEASE NOTE:

Lot 32 is not connected to sewer.

Reviewed by:

### Important Notice

This map is not a precise survey document. Accurate locations can only be determined by a survey on the ground.

While every care is taken to ensure the accuracy of this data, neither the Federation Council nor the LPI makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence).





Revenue

Enquiry ID	4341642
Agent ID	81429403
Issue Date	27 May 2025
Correspondence ID	1809046475
Your reference	25098

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.**

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1048121/32	MILTHORPE ST OAKLANDS 2646	\$364 667	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.

## Reg Coulston

---

**From:** Hugh Shackcloth-Bertinetti <hugh.bertinetti@premise.com.au>  
**Sent:** Monday, 5 May 2025 9:11 AM  
**To:** paul nixon  
**Cc:** julbnix@gmail.com; Daniel Balkin  
**Subject:** FW: [#17498] Approved DA | 3 Lot Subdivision - Milthorpe Street, Oaklands  
**Attachments:** UPDATED SIGNED Development Consent - 3 Lot Subdivision - Lot 32 MILTHORPE STREET OAKLANDS 2646 - Mr Paul Nixon - PAN-441309.pdf; STAMPED - AMENDED Preliminary Engineering Drawings - - 3 Lot Subdivision - Lot 32 MILTHORPE STREET OAKLANDS 2646 - Mr Paul Nixon - PAN-441309.pdf

Good Morning Paul,

We received some long awaited and good news from Council!  
They have approved the development application for the subdivision of Milthorpe Street, Oaklands.

I have attached the consent document and stamped plans for your reference.

Please see the following notes outlining the process of registering new lots and the current status:

1. A Statement of Environmental Effects (SEE) report is submitted via the NSW planning portal. Council review compliance with legislation and potential impacts of the proposed subdivision as detailed via the SEE. Council may request additional information following submission of the application to facilitate their assessment. Any significant additional work identified during council's assessment would be brought to your attention once received. We would discuss the scope to address any council requests and fee arrangements prior to additional work commencing. **Complete - Development Application documents formally submitted on 04/05/2024.**
2. A determination is provided following councils assessment of the submitted documentation. If the development is approved, council issue a consent with conditions for carrying out the proposed subdivision. **Complete - Development Consent issued by Council dated 11/05/2025.**
3. A subdivision work certificate (SWC) and subdivision certificate (SC) would be needed following council's approval. The SWC is issued prior to commencement of onsite subdivision works and ensures the scope of proposed works/plans comply with regulatory requirements. The SC is issued following the SWC once the site is made suitable for completion of the subdivision (i.e., installation of suitable services for subdivided lots). The SC verifies the completion of subdivision works, details compliance with relevant consent conditions and is used to formalise Councils endorsement of the subdivision. **To Complete.**
4. Once endorsed by Council, the SC and associated plans are provided to the NSW Land Registry Services (LRS) for registration. **To Complete.**
5. Following registration, the subdivision is complete, and the new lots are officially generated. **To Complete.**

We will be in touch to discuss next steps.

Kind Regards,  
Hugh

**Hugh Shackcloth-Bertinetti**  
Environmental Planner

0450933628 | 02 6393 5000 | [hugh.bertinetti@premise.com.au](mailto:hugh.bertinetti@premise.com.au)  
Level 1, 60-62 McNamara Street, Orange NSW, 2800, Australia



Follow Premise on [LinkedIn](#) and check out our [new-look website](#)



PLAN / DESIGN / DELIVER

CREATING > GREATER

**From:** Terri O'Brien <[terri.obrien@federationcouncil.nsw.gov.au](mailto:terri.obrien@federationcouncil.nsw.gov.au)>

**Sent:** Friday, 2 May 2025 2:51 PM

**To:** Hugh Shackcloth-Bertinetti <[hugh.bertinetti@premise.com.au](mailto:hugh.bertinetti@premise.com.au)>

**Cc:** Daniel Balkin <[daniel.balkin@premise.com.au](mailto:daniel.balkin@premise.com.au)>; Federation Council Building & Planning  
<[planning@federationcouncil.nsw.gov.au](mailto:planning@federationcouncil.nsw.gov.au)>

**Subject:** RE: [#17498] DA - 10.2024.81.1 - 3 Lot Subdivision - Lot 32 MILTHORPE STREET OAKLANDS 2646 - PAN-441309

Hi Hugh

The Portal Support Team have advised that they will replace the previous consent on the Portal with the new version forwarded to them this afternoon. They have not provided a timeframe, but have confirmed that they will replace it. Hopefully they will provide us with a completion notice, and we will be able to advise you.

Regards

Terri

On Fri, 2 May 2025 at 14:31, Hugh Shackcloth-Bertinetti <[hugh.bertinetti@premise.com.au](mailto:hugh.bertinetti@premise.com.au)> wrote:

Thanks Terri,

We have received the revised version via email (attached) and are confident that our requested changes have been addressed.

The accuracy of the content of the consent document is our main concern.

I will forward the revised consent to Paul Nixon while awaiting confirmation on portal updates.

Many Thanks,  
Hugh

**Hugh Shackcloth-Bertinetti**  
Environmental Planner



**NOTICE OF DETERMINATION OF A DEVELOPMENT APPLICATION**

<b>Application number</b>	<b>10.2024.81.1</b> PAN-441309
<b>Applicant</b>	Paul Nixon 5/39 Bakers Gully Road, Bright, VIC, 3741
<b>Description of development</b>	3 lot Subdivision
<b>Property</b>	Milthorpe Street OAKLANDS Lot: 32 DP: 1048121
<b>Determination</b>	Approved Consent Authority o Council – Delegated Officer
<b>Date of determination</b>	1 May 2025
<b>Date from which the consent operates</b>	1 May 2025
<b>Date on which the consent lapses</b>	1 May 2030
<b>Approval bodies that have given general terms of approval</b>	Rural Fire Service (See Appendix A)
<b>Court Case name</b>	N/A
<b>LEC Number</b>	N/A
<b>Building Code of Australia building classification</b>	N/A
<b>Independent Planning Commission public hearing</b>	N/A

Under section 4.18(1) of the EP&A Act, notice is given that the above development application has been determined by the granting of consent using the power in section 4.16(1)(a) of the EP&A Act, subject to the conditions specified in this notice.

**Reasons for approval**

The development is consistent with Council's adopted planning controls and provides for housing within the Shire. Any submissions made in relation to the development have been considered in the assessment of the development and the determination.

**Right of appeal / request a review of the determination**

If you are dissatisfied with this determination:

**Request a review**

You may request a review of the consent authority's decision under section 8.3(1) of the EP&A Act. The application must be made to the consent authority within 6 months from the date that you received the original determination notice provided that an appeal under section 8.7 of the EP&A Act has not been disposed of by the Court.

**Rights to appeal**

You have a right under section 8.7 of the EP&A Act to appeal to the Court within 6 months after the date on which the determination appealed against is notified or registered on the NSW planning portal.

The Dictionary at the end of this consent defines words and expressions for the purposes of this determination.



Terri O'Brien  
**Manager Planning and Development**

**Terms and Reasons for Conditions**

Under section 88(1)(c) of the EP&A Regulation, the consent authority must provide the terms of all conditions and reasons for imposing the conditions other than the conditions prescribed under section 4.17(11) of the EP&A Act. The terms of the conditions and reasons are set out below.

**SEWER- LOT 1 & 2**  
LOTS 1 & 2 TO BE SERVED BY SEPTIC TANKS

**LOT 32 DP104812**  
**3 LOT**  
**SUBDIVISION**  
**OAKLANDS**

OVERALL LAYOUT PLAN



SURVEYORS CIVIL ENGINEERS  
DEVELOPMENT CONSULTANTS

508 MACAULEY STREET, ALBURY  
PHONE: (02) 8058-0100  
64 HAMMOND AVE, WAGGA WAGGA  
PHONE: (02) 6921-3312  
3/15 FORD STREET, WANGARATTA  
PHONE: (03) 5721-5688  
WWW.ESLERS.COM.AU  
INFO@ESLERS.COM.AU

AMENDMENTS/ACTIONS	DATE
A. FOR DISCUSSION	21/06/22
B. ADDITIONAL INFORMATION	12/08/22
C. ADDITIONAL INFORMATION	12/11/22
D. ADDITIONAL INFORMATION	07/03/23
E. FOR COUNCIL APPROVAL	10/07/23
F. REVISED LOT LAYOUT	30/01/24

**PLEASE NOTE :**

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LIAISE WITH ALL SERVISING AUTHORITIES TO DETERMINE THE LOCATION OF ANY SERVICES PRIOR TO ANY EXCAVATION ON THE SITE. THE POSITION OF SERVICES ARE APPROX ONLY. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN.

THE CONTRACTOR IS TO ENSURE THAT ALL WORKS ARE EXECUTED IN A SAFE MANNER AND IN ACCORDANCE WITH THAT STATES "OCCUPATIONAL HEALTH AND SAFETY ACT". OTHER SAFETY REQUIREMENTS OF RELEVANT AUTHORITIES MUST BE FOLLOWED.

THE CONTRACTOR IS TO LIAISE WITH THE RELEVANT AUTHORITIES REGARDING SEDIMENT CONTROL MEASURES. NO CONSTRUCTION WORK IS TO BEGIN ON SITE UNTIL SUCH MEASURES ARE IN PLACE. ANY DEVIATION FROM THE APPROVED SOIL & WATER MANAGEMENT PLAN MAY INCUR A FINE.

ONLY THOSE TREES & SHRUBS THAT ARE MARKED FOR REMOVAL SHALL BE REMOVED.

ALL TRENCHES IN LOTS/NATURE STRIPS ARE TO BE RESTORED WITH A MINIMUM OF 100mm THICK TOPSOIL.

THE FACE OF KERBS ABOVE CONDUIT LOCATIONS ARE TO BE MARKED WITH A "HEAT 'E' 'W' 'G' AND 'T' AS APPROPRIATE.

THE CONTRACTOR IS TO NOTIFY:  
-LOCAL WATER AUTHORITY 48HRS PRIOR TO COMMENCEMENT.  
-MUNICIPAL AUTHORITY 1WEEK PRIOR TO COMMENCEMENT.  
-SUPERINTENDENT 1WEEK PRIOR TO COMMENCEMENT.

THE PRINCIPAL CONTRACTOR IS RESPONSIBLE FOR CO-ORDINATION WITH SERVICE AUTHORITIES IN RELATION TO INSTALLATION OF THEIR SERVICES. THIS INCLUDES SETTING FINISHED LEVELS OF PITS AND STRUCTURES.

ONLY SPECIFIC PLANS TO BE USED FOR CONSTRUCTION OF SPECIFIC SERVICES.



**REVISED LOT LAYOUT**

DATE:- 30/01/2024

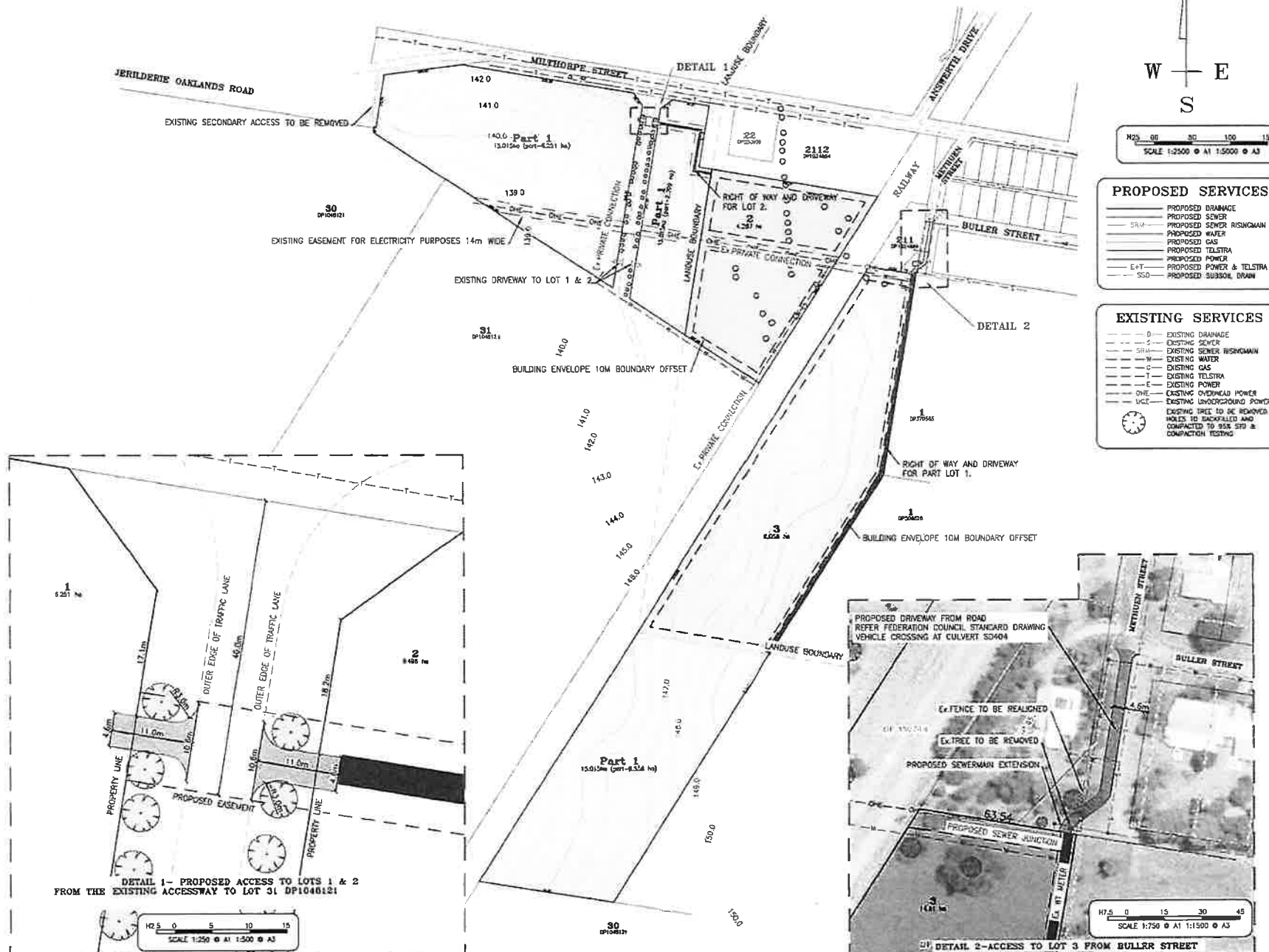
**ESLER CHECKED:**  
BRAD WALLACE 16/11/22

**AUTHORITY APPROVED:**

**DATUM:** A.M.D. **DRAWN:** A.WARDHUSE **DATE:** NOV-2022

**PROJECT No:** 00017498 **REV:** E

**SHEET 01 OF 01**



**PROPOSED SERVICES**

- PROPOSED DRAINAGE
- PROPOSED SEWER
- PROPOSED SEWER RISING MAIN
- PROPOSED WATER
- PROPOSED GAS
- PROPOSED TELSTRA
- PROPOSED POWER
- PROPOSED POWER & TELSTRA
- PROPOSED SUBSOIL DRAIN

**EXISTING SERVICES**

- EXISTING DRAINAGE
- EXISTING SEWER
- EXISTING SEWER RISING MAIN
- EXISTING WATER
- EXISTING GAS
- EXISTING TELSTRA
- EXISTING POWER
- EXISTING OVERHEAD POWER
- EXISTING UNDERGROUND POWER
- EXISTING TREE TO BE REMOVED
- HOLES TO BACKFILL AND COMPACTED TO 95% STD & COMPACTION TESTING



SCALE 1:250 @ A1 1:500 @ A3

SCALE 1:750 @ A1 1:1500 @ A3

## GENERAL CONDITIONS

### 1. Approved plans and supporting documentation

Development must be carried out in accordance with the following approved plans and documents, except where the conditions of this consent expressly require otherwise.

Approved plans				
Plan Number	Revision Number	Plan title	Drawn by	Date of plan
Project No 00017498	F	Overall Layout Plan	Eslers Land Consulting	30/1/2024

Approved documents			
Document title	Version Number	Prepared by	Date of document
Bushfire Assessment Report	1	Blueprint Planning & Development	9/8/2022

In the event of any inconsistency between the approved plans and documents, the approved documents prevail. In the event of any inconsistency with the approved plans and a condition of this consent, the condition prevails. (GEN001)

*Reason: To ensure all parties are aware of the approved plans and supporting documentation that applies to the development.*

### 2. Amendments to engineering/civil plans

Before the issue of a subdivision works certificate, amended plans and information must be prepared incorporating the following amendments to the approved plans and information:

a) Driveway Access for Part Lot 1 and Lot 2 - Either Side of GrainCorp Entrance on Unnamed Road.

The two driveways proposed to be located either side of the unnamed Road (GrainCorp entrance driveway) as detailed within Eslers Land Consulting *Drawing No: 00017498 Revision F* as primary access for proposed Part Lot 1 and proposed Lot 2 are unsuitable for driveway access. Alternate locations for driveway access to the development for proposed Part Lot 1 and proposed Lot 2 are required, following consultation with Council.

b) Development of Existing Council Road - Methuen Street Oaklands to an all-weather Sealed Rural Road Standard. The existing unformed road, being Methuen Street Oaklands, as detailed within Eslers Land Consulting *Drawing No: 00017498 Revision F - Detail 2* and proposed as primary access to proposed Lot 3 and proposed Part Lot 1 of the development will need to be constructed to an all-weather rural sealed road standard to reduce the environmental impact to adjoining properties from traffic entering and exiting the development.

As a minimum, a 7-meter-wide formed road including sub-base and base course layers, table drains, culverts and a 2 Coat bitumen seal is required to be constructed in line with Council's Development standards and Federation Council Standard Drawing SD101 – *Road Pavement Details* and SD001 – *Typical Cross Section for Rural Roads*.

Detailed construction plans and engineering drawings must be provided to Council for review and approval as part of the subdivision works certificate application.

*Reason: To require minor amendments to the plans endorsed by the consent authority following assessment of the development.*



### **3. Approval requirements of other Authorities**

#### **Essential Energy**

The following advice has been provided by Essential Energy:

- As part of the subdivision, an easement is created for any existing electrical infrastructure. The easement is to be created using Essential Energy's standard easement terms current at the time of registration of the plan of subdivision;
- If the proposed development changes, there may be potential safety risks and it is recommended that Essential Energy is consulted for further comment;
- Any existing encumbrances in favour of Essential Energy (or its predecessors) noted on the title of the above property should be complied with;
- Council should ensure that a Notification of Arrangement (confirming satisfactory arrangements have been made for the provision of power) is issued by Essential Energy with respect to all proposed lots which will form part of the subdivision, prior to Council releasing the Subdivision Certificate. It is the Applicant's responsibility to make the appropriate application with Essential Energy for the supply of electricity to the subdivision, which may include the payment of fees and contributions;
- In addition, Essential Energy's records indicate there is electricity infrastructure located within the property. Any activities within this location must be undertaken in accordance with the latest industry guideline currently known as ISSC 20 Guideline for the Management of Activities within Electricity Easements and Close to Infrastructure;
- Prior to carrying out any works, a "Dial Before You Dig" enquiry should be undertaken in accordance with the requirements of Part 5E (Protection of Underground Electricity Power Lines) of the Electricity Supply Act 1995 (NSW);
- Given there is electricity infrastructure in the area, it is the responsibility of the person/s completing any works around powerlines to understand their safety responsibilities. SafeWork NSW ([www.safework.nsw.gov.au](http://www.safework.nsw.gov.au)) has publications that provide guidance when working close to electricity infrastructure. These include the Code of Practice - Work near Overhead Power Lines and Code of Practice - Work near Underground Assets.

#### **NSW Rural Fire Service (NSW RFS) Requirements**

NSW Rural Fire Service (NSW RFS) General Terms of Approval (GTA) dated 23 December 2024 are attached at Appendix A.

**NB:** Separate approval from or certification by the relevant Authority may be required. (GEN015)

*Reason: To provide the consent requirements of other Authorities.*

### **4. Advice on further approvals**

The landowner's attention is drawn to the need to obtain separate approval for any ancillary activity not approved by this consent, including, but not limited to:

- An approval under Section 138 of the Roads Act 1993 for any work within a road reserve;
- A Subdivision Works Certificate for any subdivision works, accompanied by plans and documents which demonstrate compliance with Council's Engineering Standards, the conditions of this consent and the NSW Department of Housing manual 'Managing Urban Stormwater: Soils and Construction' (the Blue Book) (as amended from time to time).
- A Subdivision Certificate application at the completion of all subdivision works. (GEN002)

*Reason: To ensure compliance with related legislation.*

### **5. Conformance to Council's standards**

All works to be carried out shall be in accordance with Federation Council's Engineering Guidelines for Subdivisions and Development Standards, Standard Drawings and Construction Inspection Regime. (GEN011)

*Reason: To ensure works are carried out to required standards.*

## **6. Preservation of vegetation**

No trees or shrubs on the site or on adjacent footpaths or nature strips (with the exception of those identified as being removed on the stamped plans) shall be impacted in any way during construction or site works. (GEN010)

*Reason: To protect vegetation from development works.*

# **SUBDIVISION WORK BEFORE ISSUE OF A SUBDIVISION WORKS CERTIFICATE**

## **7. Erosion and sediment control plan**

Before the issue of a subdivision works certificate, an erosion and sediment control plan must be prepared by a suitably qualified person in accordance with the guidelines set out in the NSW Department of Planning, Housing and Infrastructure manual Guidelines for erosion and sediment control on building sites, dated October 2024 and as amended from time to time.

The plan is to be submitted to Council with the application for a Subdivision Works Certificate. (BCC004)

*Reason: To ensure no substance other than rainwater enters the stormwater system and waterways.*

## **8. Long service levy**

Before the issue of a subdivision works certificate, the long service levy must be paid to the Long Service Corporation of Council under the *Building and Construction industry Long Service Payments Act 1986*, section 34, and evidence of the payment is to be provided Council. (BCC005)

*Reason: To ensure the long service levy is paid.*

## **9. Construction management plan**

A Construction Management Plan to address construction activity, access and parking for construction vehicles and machinery, is to be prepared to ensure that suitable provision is available on site for all vehicles associated with the subdivision works to alleviate any need to park within, or load/unload from any road reserve. No storage of any material within the road reserve will be permitted at any time. Appropriate signage and fencing are to be installed and maintained to affect this requirement. Any street trees adjacent to the site are to be protected from construction impacts by exclusion fencing. (BCC002A - Modified)

*Reason: To require details of measures that will protect the public, and the surrounding environment, during site works and construction.*

## **10. Provision of services**

The applicant must consult with the relevant water, electricity, gas, water, sewerage and telecommunications carrier regarding their requirements for the provision of services to each lot and the location of existing services that may be affected by proposed works, either on-site or on the adjacent public roads. Services are to be located to minimise environmental damage. (BCC009A)

*Reason: To ensure all required services will be available to the subdivision.*

## **11. Urban drainage works (subdivision)**

All stormwater and surface water discharging from the site, buildings and works must be conveyed to a legal point of discharge by underground pipe drains to the satisfaction of Federation Council. Prior to issuing a subdivision works certificate plans, details and calculations shall be submitted to Council demonstrating how this will be achieved. No effluent, polluted or domestic waste water of any type may be allowed to enter the Council's stormwater drainage system or any road, stream, river or other waterway. All works shall be in accordance with AS/NZS 3500, Plumbing and Drainage Standards and Council's Engineering Development Standards. (BCC020)

*Reason: To protect the site, neighbouring properties and the environment from uncontrolled stormwater flows.*

## **12. Detailed construction plans (subdivision)**

Prior to issuing a Subdivision Works Certificate, detailed construction plans must be submitted and approved by the Federation Council. Construction detail shall be in accordance with Council's Engineering Development

Standards (EDS), AS/NZS 3500, Plumbing and Drainage Standards and the Local Government (General) Regulation 2021. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and shall include proposed construction detail, further information or modification to:

- a) Drainage Discharge
- b) Water supply
- c) Property access
- d) Effluent disposal
- e) Underground conduits for gas, electricity and telephone
- f) Sediment and erosion control plans
- g) Dwelling finished floor levels. (BCCD21)

*Reason: To advise the applicant of the standards of plans required for post-consent approval of subdivision works.*

### **13. Existing Private Water Connection**

Before the issue of a subdivision works certificate, the existing private water connection - as detailed within Eslers Land Consulting *Drawing No: 00017498 Revision F* which traverses the rail corridor between proposed Lots 2 and 3 shall must be approved by Transport for NSW. Evidence of the approval is to be provided Council.

*Reason: To ensure compliance with relevant legislation.*

## **BEFORE SUBDIVISION WORK COMMENCES**

### **14. Erosion and sediment controls in place**

Before any site work commences, the erosion and sediment controls detailed in the erosion and sediment control plan must be in place. These controls must remain in place until any bare earth has been restabilised in accordance with the NSW Department of Planning, Housing and Infrastructure manual *Guidelines for erosion and sediment control on building sites*, dated October 2024 and as amended from time to time. (BWC003)

*Reason: To ensure sediment laden runoff and site debris do not impact local stormwater systems and waterways.*

### **15. On site toilet facilities**

On site toilet facilities for construction site staff are to be provided prior to the commencement of any works. (BWC016)

*Reason: To provide for the amenity of construction workers.*

### **16. General requirements for subdivision work sites**

The following must be complied with at all times during subdivision works

- A copy of this consent must be held on-site and be available for inspection whilst the activity is being carried out.
- The Applicant shall locate all relevant services prior to starting the activity. The applicant shall undertake Dial Before You Dig (1100 or [dialbeforeyoudig.com.au](http://dialbeforeyoudig.com.au)) enquiries to determine the location of any services in the vicinity, including electricity, natural gas & telecommunications. Prior to the commencement of any construction works appropriate measures are to be put in place to ensure any services identified within the construction zone are sufficiently protected.
- The Applicant shall notify all property owners potentially affected by the activity and confirm that any objections have been appropriately addressed.
- In the event of partial or full road carriageway closures, all emergency services and public transport agencies must be notified.
- The Applicant shall comply with all environmental and other legislation, Council policies and any other regulation applicable to the activity.
- Any damage caused to public infrastructure (roads, footpaths, kerb and gutter, water mains and services, sewer mains and connections, stormwater, power and telephone services, etc.) during the activity shall be repaired to the satisfaction of the owner of the infrastructure. The repairs shall be carried out in a time and manner as required by the owner of the

infrastructure. Council must be notified in writing, prior to commencement of the activity, of any existing damage to roads, stormwater drainage, kerb and gutter, footpaths, water or sewer infrastructure. Absence of notification signifies that no damage exists, and the applicant is, therefore, liable for the cost of reinstatement of any damage found at the completion of works.

- All traffic management shall be undertaken by personnel with the appropriate TfNSW accredited qualifications. (BWC017)

*Reason: To ensure subdivision works sites are properly managed.*

#### **17. Defect identification for Council assets**

Prior to the commencement of works, the owner or developer must submit to the Federation Council a written report and photos of any prior damage to public infrastructure. Unless identified with the written report, any damage to infrastructure post construction will be attributed to the development. The owner or developer of the subject land must pay for any damage caused to Federation Council's assets/public infrastructure caused as a result of the development. (BWC018)

*Reason: To provide a record of the condition of Council assets prior to construction works commence.*

### **DURING SUBDIVISION WORK**

#### **18. Implementation of the construction management plan**

While site work is being carried out:

- a) the measures required by the construction site management plan and the erosion and sediment control plan (plans) must be implemented at all times, and
- b) a copy of these plans must be kept on site at all times and made available to council officers upon request. (DBW005)

*Reason: To ensure site management measures are implemented during the carrying out of site work.*

#### **19. No use of public land**

The nature strip/footpath/roadway shall not be used for the storage of construction materials i.e., sand, soil, gravel, concrete, pipes, streetlights, etc. The public land outside the property is to be maintained in its original condition to enable safe pedestrian access past the site at all times. (DBW017)

*Reason: To protect public roads and road reserves and provide safe pedestrian movement.*

#### **20. Hours of work**

Site work must only be carried out between 7.00am and 5.00pm on Monday to Saturday and no construction is to be carried on at any time on a Sunday or Public Holiday.

Site work is not to be carried out outside of these times except where there is an emergency, or for urgent work directed by a police officer or a public authority. (DBW004)

*Reason: To protect the amenity of the surrounding area.*

#### **21. Responsibility for changes to public infrastructure**

While subdivision work is being carried out, any costs incurred as a result of the approved removal, relocation or reconstruction of infrastructure (including ramps, footpaths, kerb and gutter, light poles, kerb inlet pits, service provider pits, street trees or any other infrastructure in the street footpath area) are the responsibility of the person with the benefit of the consent. (DBW009)

*Reason: To ensure payment of approved changes to public infrastructure.*

#### **22. Works within a road reserve**

All works within the road reserve, which includes the area between the Property boundary and the roadway, require approval under section 138 of the Roads Act.

The applicant shall submit the following details to Council for approval prior to any work being undertaken in the road reserve:

- A Current Public Liability certificate with a minimum cover of \$20 Million (AUD)
- A site plan of the works to be undertaken
- A certified Traffic Control Plan for the proposed works, prepared by an TfNSW accredited holder of 'Prepare Work Zone Traffic Management Plan' qualification. (DBW021)

*Reason: To manage works within a road reserve.*

### **23. Environmental Impact**

All subdivision work activities shall be undertaken in such a way as to not interfere with the amenity of the locality by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, ash, soot, dust, waste water, waste products or grit, oil or otherwise. (DBW022)

*Reason: To protect the amenity of the local area and the environment.*

### **24. Discovery of relics and Aboriginal objects**

While site work is being carried out, if a person reasonably suspects a relic of Aboriginal object is discovered:

- a) the work in the area of the discovery must cease immediately;
- b) the following must be notified
  - i. for a relic – the Heritage Council; or
  - ii. for an Aboriginal object – the person who is the authority for the protection of Aboriginal objects and Aboriginal places in New South Wales under the *National Parks and Wildlife Act 1974*, section 85.

Site work may recommence at a time confirmed in writing by:

- a) for a relic – the Heritage Council; or
- b) for an Aboriginal object – the person who is the authority for the protection of Aboriginal objects and Aboriginal places in New South Wales under the *National Parks and Wildlife Act 1974*, section 85. (DBW003)

*Reason: To ensure the protection of objects of potential significance during works.*

### **25. Dust control**

During subdivision works, the site manager and/or project manager is responsible for ensuring that effective measures are maintained to suppress and control dust at all times during the works. (DBW026)

*Reason: To protect the environment and surrounding properties from dust impacts.*

### **26. Temporary vehicle access**

Any temporary vehicle access to the site must be stabilised to prevent the tracking of sediment onto the roads and footpath. Soil, earth, mud or similar materials must be removed from the roadway by sweeping, shovelling, or a means other than washing, on a daily basis or as required. Soil washings from wheels must be collected and disposed of in a manner that does not pollute waters. (DBW029)

*Reason: To protect the environment and provide for appropriately managed access to the site.*

### **27. Street numbers for allotments**

During construction, the applicant shall obtain street numbers for each lot from Council. The street numbers issued by Council are to be clearly identified in the Administration Sheet submitted with the Subdivision Certificate application. (DBW035)

*Reason: To ensure allotments can be readily identified and street numbering is orderly and consistent.*

## **BEFORE ISSUE OF A SUBDIVISION CERTIFICATE**

### **28. Compliance Report**

A table outlining the conditions of consent and the works undertaken to satisfy those conditions must be submitted with the application for a Subdivision Certificate. (BOO023)

*Reason: To ensure all requirements of the consent has been addressed.*

### **29. Works as executed plans (subdivision)**

Prior to the issue of the subdivision certificate, the applicant shall submit to Council two electronic copies (PDF and AutoCAD) of "works as executed plans" for the works undertaken.

Each drawing shall be signed and dated by the person responsible for the carrying out of those works. Work as Executed details shall be marked in red and super-imposed over engineering plans. Details shall include, where applicable, critical levels, grades, cross falls and plan locations of all works. (B00008A)

*Reason: To confirm the location and standard of works once constructed.*

### **30. Certification of civil works (subdivision)**

An appropriately qualified and practising Civil Engineer shall certify to the Principal Certifying Authority that all works have been constructed in accordance with this consent. The applicant shall, upon completion of the development works and prior to the issue of a Subdivision Certificate for each stage of the subdivision, submit to Council a copy of the aforementioned letter of certification. (B00021)

*Reason: To ensure that all engineering works conform to Council's requirements and industry standards.*

### **31. Section 88B Instrument (subdivision)**

A restriction as to use of land pursuant to the provisions of Section 88B of the Conveyancing Act 1919 shall be registered on proposed Lot 2 that:

- A dwelling cannot be erected on proposed Lot 2 unless it is connected to reticulated water or unless it can be demonstrated to the satisfaction of Council that an alternate water source (such as a bore with potable quality water) is available.

Federation Council is to be nominated as the only authority permitted to modify, vary or rescind such restriction as to user. (B00045)

*Reason: To ensure that future purchasers are aware of the restrictions applicable to development on the property.*

### **32. Completion of public utility services (Notices of Arrangement)**

Before the issue of the Subdivision Certificate, confirmation must be obtained from the relevant authority that any adjustment or augmentation of any public utility services including water, gas, electricity, street lighting and telecommunications, required as a result of the development, have been completed to the provider's requirements. Notices of Arrangement from each service provider must be submitted to Federation Council. (B00002 - Modified)

*Reason: To ensure required changes to public utility services are completed, in accordance with the relevant agency requirements, before registration of the subdivision.*

### **33. Effluent disposal (subdivision)**

Prior to the issuing of the Subdivision Certificate, the applicant shall connect proposed Lot 3 of the subdivision to subdivision to the sewer reticulation mains in accordance with Federation Council's Standard Drawing SD702. All works will be at cost to the applicant. (B00014)

*Reason: To ensure effluent is discharged to an approved location.*

### **34. Drainage discharge**

Prior to the issuing of the Subdivision Certificate, the applicant shall connect each lot of the subdivision to subdivision to the Council's drainage network in accordance with Federation Council's Standard Drawing SD211. All works will be at cost to the applicant. (B00032)

*Reason: To ensure drainage services are provided to each lot in accordance with Council requirements.*

### **35. Creation of easements (subdivision)**

Where the disposal of effluent or capture of stormwater involves the provision of mains to be installed within lands not owned by Federation Council, easements are to be provided. The width of any easement shall be not less than 3.0m. Easements will need to be registered with the lands title office prior to the issue of a Subdivision Certificate. (B00015)

*Reason: To protect infrastructure assets and provide for access to the assets.*

### **36. Vehicle crossing requirements (subdivision)**

Prior to the issuing of the Subdivision Certificate, each premises must have a vehicular crossing vehicular constructed to the satisfaction of Council, and shall comply with the following:

- Standard vehicular crossings shall be constructed at right angles to the road to suit the proposed driveways, and any existing redundant crossing shall be removed.
- Any proposed vehicular crossing shall have satisfactory clearance to any side-entry pit, power or

Telecommunications pole, manhole cover or marker, or street tree. Any relocation, alteration or replacement required shall be in accordance with the requirements of the relevant Authority and shall be at the applicant's expense.

- Crossings shall be constructed generally in accordance with Federation Council's Engineering Development Standards and standard drawings. (B00022)

*Reason: To provide vehicular access to each lot in a suitable position to minimize impacts to assets.*

### **37. Engineering fees (subdivision)**

Prior to the issue of a Subdivision Certificate, payment for inspections of the construction works shall be made to Federation Council at a fee of 2% of the capital investment value. Evidence of this value shall be submitted to and be approved by Federation Council. (B00017)

*Reason: To ensure fees are paid for inspections carried out by council in connection with the completion of public work required in connection with the consent.*

### **38. Maintenance bond (subdivision)**

A maintenance bond will be provided by the Developer to Federation Council prior to the issue of a Subdivision Certificate. The maintenance bond will be 5% to the value of the works invested in Council or \$5,000, whichever is greater. This bond will be held by Federation Council to cover any defects or omissions, which may arise or become apparent in the Maintenance Period. The Maintenance Period will be 12 months and will commence on the date of the release of the Subdivision Plan. (B00019)

*Reason: To ensure defects to any services can be repaired at no cost to Council.*

### **39. Removal of waste upon completion**

Before the issue of a subdivision certificate, all refuse, spoil and material unsuitable for use on-site must be removed from the site and disposed of at an approved waste management facility. (B00006)

*Reason: To ensure waste material is appropriately disposed and the site is cleared of all waste materials.*

### **40. Repair of infrastructure**

Before the issue of a subdivision certificate

- a) any public infrastructure damaged as a result of the carrying out of work approved under this consent (including damage caused by, but not limited to, delivery vehicles, waste collection, contractors, sub-contractors, concreting vehicles must be fully repaired to the written satisfaction of council, and at no cost to council, or
- b) if the works in (a) are not carried out to council's satisfaction, council may carry out the works required and the costs of any such works must be paid as directed by council and in the first instance will be paid using the security deposit required to be paid under this consent. (B00007)

*Reason: To ensure any damage to public infrastructure is rectified.*

### **41. Property stormwater management**

The applicant shall manage all stormwater and surface water on-site and convey it to the legal point of discharge as approved by Council.

Development works must not result in an increased flow of surface water runoff onto adjacent properties.

Consideration needs to be given to onsite drainage collection of surface water as to not negatively impact neighboring properties

*Reason: To ensure stormwater does not negatively impact neighboring properties.*

#### 42. NSW Rural Fire Service (NSW RFS) Requirements

Before the issue of a subdivision certificate, all conditions of the NSW Rural Fire Service (NSW RFS), as set out in their General Terms of Approval (GTA) dated 23 December 2024, shall be complied with. See Appendix A for copy of the NSW RFS GTA.

*Reason: To minimise the risk of bush fire attack and provide protection for emergency services personnel, residents and others assisting firefighting activities.*

### ADVISORY AND ANCILLARY MATTERS

#### 43. On Site Effluent Disposal – Lot 2

The Land Capability Assessment Report prepared by CivilTest Pty Ltd (Report Number 4220415-1) has indicated that the subdivision has a large area of land on Lot 2 suitable for on-site effluent dispersal.

A lot specific Site & Soil /Geotechnical investigation by a suitably qualified waste water consultant will be required for any future building on Lot 2, to ensure application of the general principles contained in subdivision report and to develop site specific effluent management prescriptions.

*Reason: To protect the environment and to ensure that on site effluent disposal is designed to manage the specific needs of future development.*

---

#### General advisory notes

This consent contains the conditions imposed by the consent authority which are to be complied with when carrying out the approved development. However, this consent is not an exhaustive list of all obligations which may relate to the carrying out of the development under the EP&A Act, EP&A Regulation and other legislation. Some of these additional obligations are set out in the Conditions of development consent: advisory notes. The consent should be read together with the Conditions of development consent: advisory notes to ensure the development is carried out lawfully.

The approved development must be carried out in accordance with the conditions of this consent. It is an offence under the EP&A Act to carry out development that is not in accordance with this consent.

**Building work or subdivision work must not be carried out until a construction certificate or subdivision works certificate, respectively, has been issued and a principal certifier has been appointed.**

A document referred to in this consent is taken to be a reference to the version of that document which applies at the date the consent is issued, unless otherwise stated in the conditions of this consent.

---

#### Dictionary

The following terms have the following meanings for the purpose of this determination (except where the context clearly indicates otherwise):

**Approved plans and documents** means the plans and documents endorsed by the consent authority, a copy of which is included in this notice of determination.

**AS** means Australian Standard published by Standards Australia International Limited and means the current standard which applies at the time the consent is issued.

**Building work** means any physical activity involved in the erection of a building.

**Certifier** means a council or a person that is registered to carry out certification work under the *Building and Development Certifiers Act 2018*.

**Construction certificate** means a certificate to the effect that building work completed in accordance with specified plans and specifications or standards will comply with the requirements of the EP&A Regulation and *Environmental*



*Planning and Assessment (Development Certification and Fire Safety) Regulation 2021.*

**Council** means Federation Council.

**Court** means the Land and Environment Court of NSW.

**EPA** means the NSW Environment Protection Authority.

**EP&A Act** means the *Environmental Planning and Assessment Act 1979*.

**EP&A Regulation** means the *Environmental Planning and Assessment Regulation 2021*.

**Independent Planning Commission** means Independent Planning Commission of New South Wales constituted by section 2.7 of the EP&A Act.

**Occupation certificate** means a certificate that authorises the occupation and use of a new building or a change of building use for an existing building in accordance with this consent.

**Principal certifier** means the certifier appointed as the principal certifier for building work or subdivision work under section 6.6(1) or 6.12(1) of the EP&A Act respectively.

**Site work** means any work that is physically carried out on the land to which the development the subject of this development consent is to be carried out, including but not limited to building work, subdivision work, demolition work, clearing of vegetation or remediation work.

**Stormwater drainage system** means all works and facilities relating to: the collection of stormwater, the reuse of stormwater, the detention of stormwater, the controlled release of stormwater, and connections to easements and public stormwater systems

**Strata certificate** means a certificate in the approved form issued under Part 4 of the *Strata Schemes Development Act 2015* that authorises the registration of a strata plan, strata plan of subdivision or notice of conversion.

**Subdivision certificate** means a certificate that authorises the registration of a plan of subdivision under Part 23 of the *Conveyancing Act 1919*.

**Subdivision works certificate** means a certificate to the effect that subdivision work completed in accordance with specified plans and specifications will comply with the requirements of the EP&A Regulation.

**Sydney district or regional planning panel** means Southern Regional Planning Panel.

APPENDIX A



Federation Council  
PO Box 77  
COROWA NSW 2646

Your reference: (CNR-73408) 10.2024.81.1  
Our reference: DA20241024004431-Original-1

ATTENTION: Terri OBrien

Date: Monday 23 December 2024

Dear Sir/Madam,

**Integrated Development Application**  
**s100B – Subdivision – Torrens Title Subdivision**  
**MILTHORPE ST OAKLANDS NSW 2646, 32//DP1048121**

I refer to your correspondence dated 05/12/2024 seeking general terms of approval for the above Integrated Development Application.

The New South Wales Rural Fire Service (NSW RFS) has considered the information submitted. General Terms of Approval, under Division 4.8 of the *Environmental Planning and Assessment Act 1979*, and a Bush Fire Safety Authority, under section 100B of the *Rural Fires Act 1997*, are now issued subject to the following conditions:

**General Conditions**

1. The development proposal is to generally comply with following plans/documents except where amended by the conditions of this Bush Fire Safety Authority.
- The plan titled "Overall Layout Plan, by Eslers Land Consulting, numbered 00017498, revision E, dated November 2022".

**Access – Property Access**

*The intent of measure is to minimise the risk of bush fire attack and provide protection for emergency services personnel, residents and others assisting firefighting activities.*

2. Property access roads must comply with the following requirements of Table 7.4a of *Planning for Bush Fire Protection 2019*:

- property access roads are two-wheel drive, all-weather roads;
- the capacity of road surfaces and any bridges/causeways is sufficient to carry fully loaded firefighting vehicles (up to 23 tonnes); bridges and causeways clearly. Indicate load rating.
- there is suitable access for a Category 1 fire appliance to within 4m of the static water supply where no reticulated supply is available;
- minimum 4m carriageway width;
- a minimum vertical clearance of 4m to any overhanging obstructions, including tree branches;
- property access must provide a suitable turning area in accordance with Appendix 3;

1

Postal address

NSW Rural Fire Service  
Locked Bag 17  
GRANVILLE NSW 2142

Street address

NSW Rural Fire Service  
4 Murray Rose Ave  
SYDNEY OLYMPIC PARK NSW 2127

T (02) 8741 5555  
F (02) 8741 5550  
www.rfs.nsw.gov.au



- curves have a minimum inner radius of 6m and are minimal in number to allow for rapid access and egress;
- the minimum distance between inner and outer curves is 6m;
- the cross fall is not more than 10 degrees; and,
- maximum grades for sealed roads do not exceed 15 degrees and not more than 10 degrees for unsealed roads.

#### **Water and Utility Services**

*The intent of measure is to provide adequate services of water for the protection of buildings during and after the passage of a bush fire, and to locate gas and electricity so as not to contribute to the risk of fire to a building.*

3. The provision of water, electricity and gas must comply with Table 5.3c of *Planning for Bush Fire Protection* 2019.

#### **General Advice – Consent Authority to Note**

This approval is for the subdivision of the land only. Any further development application for class 1,2 & 3 buildings as identified by the *National Construction Code* must be subject to separate application under section 4.14 of the *Environmental Planning and Assessment Act 1979* and address the requirements of *Planning for Bush Fire Protection* 2019.

For any queries regarding this correspondence, please contact Laura Richards on 1300 NSW RFS.

Yours sincerely,

Michael Gray  
Manager Planning & Environment Services  
Built & Natural Environment





## BUSH FIRE SAFETY AUTHORITY

Subdivision – Torrens Title Subdivision  
MILTHORPE ST OAKLANDS NSW 2646, 32//DP1048121  
RFS Reference: DA20241024004431-Original-1  
Your Reference: (CNR-73408) 10.2024.81.1

This Bush Fire Safety Authority is issued on behalf of the Commissioner of the NSW Rural Fire Service under s100b of the Rural Fires Act (1997) subject to the attached General Terms of Approval.

This authority confirms that, subject to the General Terms of Approval being met, the proposed development will meet the NSW Rural Fire Service requirements for Bush Fire Safety under s100b of the Rural Fires Act 1997.

**Michael Gray**

Manager Planning & Environment Services  
Built & Natural Environment

Monday 23 December 2024



# Information about a water licence or approval

Use this tool to search for information about water licences and approvals issued under the *Water Act 1912* or *Water Management Act 2000*.

Select the type of licence or approval and enter the licence or approval number:

- Water access licence (WAL):** a WAL number starts with the letters 'WAL' followed by several numbers; a WAL also has a reference number that starts with a two digit number, followed by 'AL' and then several numbers.
- 1912 water licence:** a water licence number starts with a two digit number, followed by a two letter code and then several numbers. Note: a PT reference number cannot be entered.
- Approval:** an approval number starts with a two digit number, followed by a two letter code (WA, UA, CA or FW) and then several numbers.

Search for information about either a:

- ☐ Water access licence (WAL) issued under the *Water Management Act 2000*
- ☐ *Water Act 1912* Licences and Authorities

☒ **Approval issued under the *Water Management Act 2000***

Approval Number    50 ▼    WA ▼    504848

**Notes:** The search results will list the conditions imposed on the approval and also list the number/s of any water access licence/s that nominate the water supply works associated with the approval.

This search tool does not include information about controlled activity approvals. Information publicly available from a register of controlled activity approvals is available at our local offices.

Find out if a *Water Act 1912* licence has been converted

- ☐ Water licence conversion status

«Previous    Search    Print    Export

## Search Results

Kind of Approval	Issue Date	Expiry Date	Approval Number	Status	Water Source
Basic Rights	01-NOV-2006		50WA504848	Current	Lower Murray Groundwater Source

Work Type	Description	Diameter	Status	No. of Works	Location (Lot/DP)	Suffix	Work ID	ESID	Lat/Long	Authorised/Constructed
Extraction Works Gw	Bore	Not specified	Active	1	Lot 32, DP 1048121	Whole Lot	1000085447	9882	-35.559086, 146.160774	Authorised

- Conditions

Plan Conditions

Water sharing  
plan

## Murray Alluvial Groundwater Sources 2020

**Water management works**

MW7040-00001 The approval holder must ensure that the water supply work is constructed in such a way that ensures the following:

- A. the water supply work is situated in the location specified in the application for the water supply work,
- B. water is able to be taken through the water supply work only from the groundwater source specified in the share component of the access licence that nominates the water supply work,
- C. the water supply work is sealed off from all other water sources,
- D. construction of the water supply work complies with the construction standards for that type of bore prescribed in the Minimum Construction Requirements for Water Bores in Australia,
- E. construction and use of the water supply work prevents contamination of the aquifer and between aquifers, and
- F. construction and use of the water supply work prevents the flow of saline water between aquifers.

MA7627-00001 The water supply work authorised by this approval must only be used to take water for basic landholder rights.

MW7053-00001 The approval holder must ensure:

- A. the construction of the water supply work is completed within three years of the approval being granted, and
- B. the water supply work is not used unless construction is completed within three years of the approval being granted.

**Reporting**

MW3858-00002 A. When a water supply work authorised by this approval is no longer to be used permanently, the approval holder must:

- i. notify the relevant licensor in writing of their intention to decommission the work at least 60 days before the start of decommissioning, and
- ii. include a work plan for decommissioning in accordance with the Minimum Construction Requirements for Water Bores in Australia 2020, as amended or replaced from time to time, and
- iii. decommission the work in accordance with the submitted work plan unless the approval holder receives notice in writing from the Minister within 60 days of notifying the relevant licensor, requiring that the work is either not to be decommissioned or be decommissioned in accordance with requirements other than those set in the work plan.

B. Within 60 days of the work being decommissioned, the approval holder must notify the relevant licensor in writing:

- i confirming that the work has been decommissioned, and
- ii. providing the name of the driller who decommissioned the work.

MW7042-00001 If directed by the Minister by notice in writing, the approval holder must provide a report in the form specified in the notice detailing the quality of any water obtained using the water supply work, within the timeframe (if any) specified in the written notice.

MW7052-00001 The approval holder must submit a completed Form A to the relevant licensor within 60 days:

- A. of completion of the construction of the water supply work, or
- B. after the issue of the water supply work approval if the approval is for the amendment of an existing water supply work.

MW7071-00001 If contaminated water is encountered during the construction of the water supply work, the approval holder must do the following:

- A. notify the Minister within 48 hours of becoming aware of the contaminated water,
- B. take all reasonable steps to minimise contamination and environmental harm,
- C. ensure that the contaminated water is sealed off by inserting casing to a depth sufficient to exclude the contaminated water from the water supply work,
- D. place an impermeable seal in the borehole annulus when and as directed by the Minister, and
- E. comply with any other written requirements specified by the Minister, which may include a requirement to provide a report in a specified form detailing the quality of any water obtained using the water supply work.

This condition does not apply to a water supply work constructed for the purpose of:

- F. taking saline water under a salinity and water table management access licence if the contaminated water encountered is saline water, or
- G. monitoring or remediating contaminated water.

MW6983-00004 A. Once the approval holder becomes aware of a breach of any condition on this approval, the approval holder must notify the Minister as soon as practicable.

B. If the initial notification was not in writing, written notice must be provided within seven days of becoming aware of the breach by emailing:  
nrar.enquiries@nrar.nsw.gov.au

**Other Conditions**

NIL

**Disclaimer:** WaterNSW is making the information available on the understanding that it does not warrant that the information is suitable for any intended use. In using the information supplied, the user acknowledges that they are responsible for any deductions or conclusions arrived at from interpretation of the data.

**Privacy:** The information provided is limited to meet the requirements of section 57 of the *Privacy and Personal Information Act 1998*.

**Exporting and printing:** Search results show a maximum of 50 rows per page. Search results can only be printed page by page.

**More information:** Should you require further information or technical assistance, please submit your request to [customer.helpdesk@waterNSW.com.au](mailto:customer.helpdesk@waterNSW.com.au) or contact 1300 662 077



MR ERROL P NIXON  
C/- DAVID BARTRAM  
561 ENGLEHARDT STREET  
ALBURY NSW 2640

Our reference: 7159729078871

Phone: **13 28 66**

12 June 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ERROL,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411073972649
Vendor name	ERROL PAUL NIXON
Clearance Certificate Period	12 June 2025 to 12 June 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

**Emma Rosenzweig**

Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.